



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
AGENDA PACKET**

For the Regular Meeting of Wednesday  
September 2, 2015

7:00 P.M. Regular Meeting

Community Center  
1601 Discovery Bay Boulevard



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

## NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday September 2, 2015  
REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

### REGULAR MEETING 7:00 P.M.

#### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

#### **B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

#### **C. AREA AGENCIES REPORTS / PRESENTATION**

1. Sheriff's Office Report
2. CHP Report
3. East Contra Costa Fire Protection District Report
4. Supervisor Mary Piepho, District III Report

#### **D. COMMITTEE/LIAISON REPORTS**

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report\*\*

\*\*These meetings are held Quarterly

#### **E. PRESENTATIONS**

#### **F. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting for August 5, 2015
2. Approve Register of District Invoices
3. Return Activated Sludge (RAS) Pump Control Panel at Plant No. 1 Installation Agreement

#### **G. BUSINESS AND ACTION ITEMS**

1. Approve and Adopt Resolution No. 2015-17 - Agreements with Bond Underwriter and Bond Counsel for 2015/16 Bond Issue for Needed Water and Wastewater Capital Improvements
2. Approve and Adopt Resolution No. 2015-16 - Board Policy No. 024 relating to the Use of Town Owned Equipment for local Non-Profits

**H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)**

1. Annual Disclosure pursuant to California Government Code Section 53065.5

**I. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

**J. MANAGER'S REPORT – Discussion and Possible Action**

1. Update Sub-Committee Parks and Landscaping/ Community Center and Recreation

**K. GENERAL MANAGER'S REPORT – Discussion and Possible Action**

**L. DISTRICT LEGAL COUNSEL REPORT**

**M. SUB-COMMITTEE UPDATES – Discussion and Possible Action**

1. Finance
2. Communications
3. Parks and Recreation
4. Water and Wastewater
5. Waterways

**N. CORRESPONDENCE – Discussion and Possible Action**

1. R – Contra Costa County Aviation Advisory Committee meeting minutes for June 11, 2015
2. R – Contra Costa County Aviation Advisory Committee meeting minutes for July 9, 2015
3. R – East Contra Costa County Fire Protection District meeting minutes for July 6, 2015
4. R – East Contra Costa County Fire Protection District meeting minutes for July 13, 2015

**O. PUBLIC RECORD REQUESTS RECEIVED**

1. Public Records Request – From Kutak Rock LLP Regarding Veolia Certified Payroll Records and Maintenance/Management Services Contract – received on August 14, 2015

**P. FUTURE AGENDA ITEMS**

**Q. ADJOURNMENT**

1. Adjourn to the next regular meeting of September 16, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item C



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item D



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item E



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday August 5, 2015  
REGULAR MEETING 7:00 P.M.**

**Community Center  
1601 Discovery Bay Boulevard, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

**Call business meeting to order** – 7:00 p.m. by President Steele  
**Pledge of Allegiance** – Led by President Steele  
**Roll Call** – All Present

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

None

**C. AREA AGENCIES REPORTS / PRESENTATION**

1 Sheriff's Office Report

**Crime Prevention Specialist Fontenot** – Provided the law enforcement report for the month of July. There was discussion between the Crime Prevention Specialist Fontenot and the Board.

2 CHP Report – No Report

3 East Contra Costa Fire Protection District Report

**Chief Henderson** – Provided an East Contra Costa Fire Protection District update. There was discussion between Chief Henderson and the Board.

4 Supervisor Mary Piepho, District III Report

**Lea Castleberry, Deputy Chief of Staff** - Provided an update of several projects surrounding Discovery Bay.

**D. COMMITTEE/LIAISON REPORTS**

1. Trans-Plan Report – No Report

2. County Planning Commission Report – No Report

3. Code Enforcement Report – General Manager Howard provided an update

4. Special Districts Report\*\* – No Report

*\*\*These meetings are held Quarterly*

**E. PRESENTATIONS**

1. Record Retention Review

**Executive Assistant Heini** – Provided an update for the record retention

2. Capital Improvement Program Update

**District Engineer Harris** – Provided an update for the Capital Improvement Program

**F. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of workshop meeting for July 15, 2015

2. Approval of DRAFT minutes of regular meeting for July 15, 2015

3. Approval of DRAFT minutes of regular meeting for July 30, 2015

4. Approve Register of District Invoices

5. Discovery Bay Boulevard Roadway Banners – American Hero's

6. Approve and Adopt Resolution No. 2015-15 Allowing Preliminary Project Expenditures to be Reimbursed from Bond Moneys

**Motion by:** Vice-President Pease to approve the Consent Calendar

**Second by:** Director Leete

**Vote:** Motion Carried – AYES: 5, NOES: 0

**G. BUSINESS AND ACTION ITEMS**

1. Proposed Skate-Park

**General Manager Howard** – Provided the details of item G-1.

**Discovery Bay Community Foundation Mattison** – Provided additional details regarding the Skate-Park. There were 7 Public Comment Speakers. There was discussion between the Board and the General Manager. Information regarding the Skate-Park will be brought back to a future meeting by Discovery Bay Community Foundation Mattison.

2. Use of Town Owned Equipment for Local Non-Profits

**General Manager Howard** – Provided the details of item G-2. There was discussion between the General Manager, Legal Counsel, and the Board. There was one Public Comment Speaker. Staff to create a DRAFT Policy and bring back to the Board at a future date.

3. Award of Contract to Koff and Associates to conduct a Classification and Compensation Study

**General Manager Howard** – Provided the details of item G-3. There was discussion between the General Manager, Legal Counsel, and the Board.

**Motion by:** Vice-President Pease to award contract to Koff and Associates to conduct a Classification and Compensation Study in an amount not to exceed \$15,048.00 and authorize the General Manager to execute contract documents.

**Second by:** Director Leete

**Vote:** Motion Carried – AYES: 3 – Vice-President Pease, Director Graves, Director Leete, NOES: President Steele, ABSTAIN: Director Simon

**H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)**

None

**I. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

**Director Graves** – Provided the details of the East Contra Costa County Fire Protection District meeting on August 3, 2015

**President Steele** – Provided the details of the Byron Union School District meeting on July 16, 2015

**J. MANAGER'S REPORT – Discussion and Possible Action**

**K. GENERAL MANAGER'S REPORT – Discussion and Possible Action**

**General Manager Howard** – Provided an update on the new website. Reminder that the August 19, 2015 meeting is cancelled; also starting vacation as of August 6 and will be gone for approximately two weeks.

There was a discussion regarding recycled water, the Hoffman lawsuit, and the transfer of the parks.

**L. DISTRICT LEGAL COUNSEL REPORT**

None

**M. SUB-COMMITTEE UPDATES – Discussion and Possible Action**

1. Finance – Meeting on August 26 at 4:00 p.m.

2. Communications

3. Parks and Recreation – Parks and Landscape Manager, Brian will give an update at the regular meeting on September 2.

4. Water and Wastewater – Meeting on August 26 at 2:00 p.m.

5. Waterways

**N. CORRESPONDENCE – Discussion and Possible Action**

None

**O. PUBLIC RECORD REQUESTS RECEIVED**

**P. FUTURE AGENDA ITEMS**

1. Employee Performance Evaluation Closed Session - General Manager Rick Howard

**Q. ADJOURNMENT**

The meeting adjourned at 8:45 p.m. to the next regular meeting of September 2, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 08-11-15

<http://www.todb.ca.gov/agendas-minutes>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**  
September 02, 2015

**Prepared By:** Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk  
**Submitted By:** Rick Howard, General Manager

*RH*

### Agenda Title

Approve Register of District Invoices

### Recommended Action

Staff recommends that the Board approve the listed invoices for payment

### Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

### Fiscal Impact:

**Amount Requested** \$ 398,394.25

**Sufficient Budgeted Funds Available?:** Yes (If no, see attached fiscal analysis)

**Prog/Fund #** See listing of invoices. **Category:** Operating Expenses and Capital Improvements

### Previous Relevant Board Actions for This Item

### Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2015/2016  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2015/2016  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2015/2016

**AGENDA ITEM: F-2**

**Request For Authorization To Pay Invoices (RFA)**  
**For The Meeting On September 02, 2015**  
**Town of Discovery Bay CSD**  
**For Fiscal Year's 7/15 - 6/16**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
<b>Administration</b>				
Tee Janitorial & Maintenance	7948	Landscape Reimb (Z57,Z61)	07/22/15	\$80.00
U.S. Bank Corporate Payment System	4246044555703473/715	Landscape Reimb (Z365,Z57,61)	07/27/15	\$39.92
Watersavers Irrigation Inc.	1590098-00	Landscape Reimb (Z61)	07/13/15	\$849.60
Watersavers Irrigation Inc.	1607166-00	Irrigation Repair (Z61)	08/03/15	\$41.23
Watersavers Irrigation Inc.	1610662-00	Irrigation Repair (Z61)	08/12/15	\$187.41
		<b>Administration</b>	<b>Sub-Total</b>	<b>\$1,198.16</b>
<b>Water</b>				
Aflac	559877	Supplemental Insurance Aug 2015	08/25/15	\$162.67
Alhambra	13710019 080715	Bottle Water Service	08/07/15	\$18.16
American Retrofit Systems	1111	Repair AC Units	08/10/15	\$40.00
American Retrofit Systems	1112	Building Maintenance	08/10/15	\$576.80
Bill Pease	AUG 2015	Expense Report Aug 2015	08/25/15	\$46.00
Brentwood Ace Hardware	808/073115	Equipment Maintenance	07/31/15	\$12.49
Brentwood Ace Hardware	808/073115	Misc. Small Tools	07/31/15	\$34.17
Brentwood Ace Hardware	808/073115	Building Maintenance	07/31/15	\$26.69
Chris Steele	AUG 2015	Expense Report Aug 2015	08/25/15	\$46.00
Cintas	185520076	Uniforms	07/29/15	\$11.19
Cintas	185520893	Uniforms	08/05/15	\$11.19
Cintas	185521735	Uniforms	08/12/15	\$11.19
Cintas	185522561	Uniforms	08/19/15	\$11.19
City Clerks Association Of California	1	City Clerks Handbook	08/25/15	\$16.00
Conco West Inc.	840	Well 7	06/30/15	\$7,127.47
Contra Costa Health Services	IN0162062	Health Permit 2015-2016	07/20/15	\$793.00
Contra Costa Health Services	IN0163293	Health Permit 2015-2016	07/20/15	\$793.00
Discovery Bay Designs	1130	Logo Apparel Order	07/30/15	\$438.14
Discovery Bay Designs	1132	Logo Apparel Order	08/03/15	\$13.92
Discovery Pest Control	155540	Pest Control	08/13/15	\$27.20
Du-All Safety	17143	Safety Support and Training for 2015-2016	07/31/15	\$1,160.00
EnerPower	66954	Electric Charges 05/14/15-06/12/15	07/28/15	\$491.00
EnerPower	66955	Electric Charges 05/14/15-06/13/15	07/28/15	\$233.00
Freedom Mailing Service, Inc	26899	Drought Conservation Letter	06/12/15	\$2,532.12
Freedom Mailing Service, Inc	27261	Water Bill Processing July 2015	08/11/15	\$1,064.46
Isabel Rodriguez-Fuentes	9950 Pyramid Way	Closed Account, Refund Overpayment	08/18/15	\$10.46
J.W. Backhoe & Construction, Inc.	2389	Locate Meter Box Biscay Way	07/28/15	\$716.10
J.W. Backhoe & Construction, Inc.	2391	Water Leak Discovery Bay Blvd	07/28/15	\$2,063.88
J.W. Backhoe & Construction, Inc.	2392	Water Leak on Dune Point Ct	07/28/15	\$5,061.75
J.W. Backhoe & Construction, Inc.	2393	Water Leak on Surfside Pl	07/28/15	\$769.45
J.W. Backhoe & Construction, Inc.	2394	Water Leak on Lido Cir	07/28/15	\$747.40
J.W. Backhoe & Construction, Inc.	2395	Pour Concrete South Point	07/28/15	\$346.74
J.W. Backhoe & Construction, Inc.	2397	Locate Meter Box Marlin Dr	07/28/15	\$304.50
J.W. Backhoe & Construction, Inc.	2398	Water Leak on Drake Ct	07/28/15	\$2,358.45
J.W. Backhoe & Construction, Inc.	2399	Water Leak on Lido Circle	07/27/15	\$2,926.98
J.W. Backhoe & Construction, Inc.	2400	Water Leak on Drake Ct	07/30/15	\$1,943.88
J.W. Backhoe & Construction, Inc.	2402	Water Leak on Willow Lake Rd	07/30/15	\$1,520.55
J.W. Backhoe & Construction, Inc.	2405	Installed New Manifold on Cabrillo Pt	08/05/15	\$2,219.05
Jeffrey Summers	1	Training And Education	08/25/15	\$120.00
MailFinance	N5479542	Lease Postage Machine	08/17/15	\$96.41
Mark Simon	AUG 2015	Expense Report Aug 2015	08/25/15	\$46.00
National Meter & Automation, Inc.	S1059173.003	Training And Engagement Fee	08/13/15	\$5,663.70
National Meter & Automation, Inc.	S1061659.001	Orion Cellular Endpoints	07/30/15	\$8,696.74
Neopost (Postage Account)	7900044908384658/815	Postage	08/07/15	\$106.43
Office Depot	781970295001	Office Supplies	07/21/15	\$26.92
Office Depot	781970432001	Office Supplies	07/21/15	\$34.71
Office Depot	783439931001	Office Supplies	07/29/15	\$50.45
Pacific Gas & Electric	2943721807-5/081115	Electric & Gas Bill 07/10/15-08/10/15	08/11/15	\$41,909.92
ReliaStar Life Insurance Company	#JR52 457(B) 081515	457(b) 08/01/15-08/15/15	08/15/15	\$548.04
ReliaStar Life Insurance Company	#JR52 457(B) 083115	457(b) 08/15/15-08/31/15	08/31/15	\$548.04
Robert Leete	AUG 2015	Expense Report Aug 2015	08/25/15	\$46.00
SDRMA	17538	Medical Benefits Sept 2015	08/05/15	\$1,415.76
SDRMA	17621	Ancillary Benefits Sept 2015	08/25/15	\$467.39
SDRMA	52061	Workers Compensation Reconciliation 2014-2015	08/18/15	\$4,175.50

Shred-It USA-Concord	9407056420	Shredding Service	08/13/15	\$22.58
Some Gave All	AUG 2015	Expense Report Aug 2015	08/25/15	\$46.00
Steve Greenfield	JULY 2015	Expense Report July 2015	08/03/15	\$46.76
TASC	450775312003/091515	Flexible Spending Sept 2015	09/01/15	\$241.66
Tea Janitorial & Maintenance	7948	Janitorial Service July 2015	07/22/15	\$316.00
Troy Jardine & Cecilia Costa	3465 Keystone Loop	Refund Overpayment	08/19/15	\$400.00
U.S. Bank Corporate Payment System	4246044555703473/715	Health Insurance	07/27/15	\$1,472.68
U.S. Bank Corporate Payment System	4246044555703473/715	Travel & Meetings	07/27/15	\$600.18
U.S. Bank Corporate Payment System	4246044555703473/715	Training & Education	07/27/15	\$156.00
U.S. Bank Corporate Payment System	4246044555703473/715	Telephone General	07/27/15	\$505.62
U.S. Bank Corporate Payment System	4246044555703473/715	Telecom Networking	07/27/15	\$100.00
U.S. Bank Corporate Payment System	4246044555703473/715	Vehicle & Equipment Fuel	07/27/15	\$476.77
U.S. Bank Corporate Payment System	4246044555703473/715	Automotive Supplies & Repairs	07/27/15	\$475.96
U.S. Bank Corporate Payment System	4246044555703473/715	Special Equipment	07/27/15	\$164.74
U.S. Bank Corporate Payment System	4246044555703473/715	Info System Maintenance	07/27/15	\$164.19
U.S. Bank Corporate Payment System	4246044555703473/715	Equipment Maintenance	07/27/15	\$128.00
U.S. Bank Corporate Payment System	4246044555703473/715	Computer Equipment & Supplies	07/27/15	\$796.95
U.S. Bank Corporate Payment System	4246044555703473/715	Office Supplies	07/27/15	\$60.85
U.S. Bank Corporate Payment System	4246044555703473/715	Safety Equipment & Supplies	07/27/15	\$162.32
U.S. Bank Corporate Payment System	4246044555703473/715	Special Expense	07/27/15	\$200.67
Univar	SJ695651	Chemicals Delivered 07/16/15	07/16/15	\$329.23
Univar	SJ695652	Chemicals Delivered 07/16/15	07/16/15	\$172.65
Univar	SJ696327	Chemicals Delivered 07/22/15	07/22/15	\$92.35
Univar	SJ696329	Chemicals Delivered 07/22/15	07/22/15	\$353.32
Univar	SJ698007	Chemicals Delivered 07/31/15	07/31/15	\$144.54
Univar	SJ698012	Chemicals Delivered 07/31/15	07/31/15	\$216.81
Upper Case Printing, Ink.	9683	Office Supplies	08/05/15	\$24.64
Upper Case Printing, Ink.	9770	Drought Conservation Notices	08/14/15	\$332.70
Veolia Water North America	50114	Monthly R&M June 2015	07/30/15	\$91.31
Veolia Water North America	50116	Reclaimed Water Project	07/30/15	\$1,216.34
Veolia Water North America	50287	Monthly O&M Fee Aug 2015	08/03/15	\$40,403.73
Verizon Wireless	9749715326	Cell Phone Bill July 2015	07/26/15	\$152.80

**Water      Sub-Total      \$150,706.60**

**Wastewater**

Aflac	559877	Supplemental Insurance Aug 2015	08/25/15	\$244.01
Alhambra	13710019 080715	Bottle Water Service	08/07/15	\$27.24
American Retrofit Systems	1111	Repair AC Units	08/10/15	\$60.00
American Retrofit Systems	1112	Building Maintenance	08/10/15	\$865.20
Bay Area Air Quality Management District	3QQ30	Annual Permit 2015-2016	08/07/15	\$10,469.00
Bill Pease	AUG 2015	Expense Report Aug 2015	08/25/15	\$69.00
Brentwood Ace Hardware	808/073115	Equipment Maintenance	07/31/15	\$18.73
Brentwood Ace Hardware	808/073115	Building Maintenance	07/31/15	\$40.03
Cash	AUG 2015	Travel & Meetings	08/05/15	\$6.00
Cash	AUG 2015	Office Supplies	08/05/15	\$4.98
Chris Steele	AUG 2015	Expense Report Aug 2015	08/25/15	\$69.00
Cintas	185520076	Uniforms	07/29/15	\$16.78
Cintas	185520893	Uniforms	08/05/15	\$16.78
Cintas	185521735	Uniforms	08/12/15	\$16.78
Cintas	185522561	Uniforms	08/19/15	\$16.78
City Clerks Association Of California	1	City Clerks Handbook	08/25/15	\$24.00
Comcast	8155400350232938/815	Internet Service WWTP#2	08/03/15	\$118.75
Comcast	8155400350232946/815	Internet Service WWTP#1	08/03/15	\$93.70
Contra Costa Health Services	IN0163204	Health Permit 2015-2016	07/20/15	\$793.00
Contra Costa Health Services	IN0163205	Health Permit 2015-2016	07/20/15	\$950.00
Discovery Bay Designs	1130	Logo Apparel Order	07/30/15	\$657.21
Discovery Bay Designs	1132	Logo Apparel Order	08/03/15	\$20.89
Discovery Pest Control	155540	Pest Control	08/13/15	\$40.80
Discovery Pest Control	157088	Pest Control WWTP#1	07/27/15	\$135.00
Du-All Safety	17143	Safety Support and Training for 2015-2016	07/31/15	\$1,740.00
EnerPower	66953	Electric Charges 05/13/15-06/11/15	07/28/15	\$146.00
Herwit Engineering	15-7	Professional Services July 2015	08/01/15	\$16,059.30
J.W. Backhoe & Construction, Inc.	2396	Dug Test Holes WWTP#2	07/28/15	\$312.90
Jeffrey Summers	1	Training And Education	08/25/15	\$180.00
MailFinance	N5479542	Lease Postage Machine	08/17/15	\$144.62
Mark Simon	AUG 2015	Expense Report Aug 2015	08/25/15	\$69.00
Neopost (Postage Account)	7900044908384658/815	Postage	08/07/15	\$159.65
Office Depot	781970295001	Office Supplies	07/21/15	\$40.39
Office Depot	781970432001	Office Supplies	07/21/15	\$52.07
Office Depot	783439931001	Office Supplies	07/29/15	\$75.67
Pacific Gas & Electric	1181942262-4/081015	Electric & Gas Bill 07/09/15-08/09/15	08/10/15	\$9,071.68
Pacific Gas & Electric	7312115758-7/081315	Electric & Gas Bill 07/13/15-08/11/15	08/13/15	\$29,987.93

ReliaStar Life Insurance Company	#JR52 457(B) 081515	457(b) 08/01/15-08/15/15	08/15/15	\$822.06
ReliaStar Life Insurance Company	#JR52 457(B) 083115	457(b) 08/15/15-08/31/15	08/31/15	\$822.06
Robert Leete	AUG 2015	Expense Report Aug 2015	08/25/15	\$69.00
SDRMA	17538	Medical Benefits Sept 2015	08/05/15	\$2,123.64
SDRMA	17621	Ancillary Benefits Sept 2015	08/25/15	\$701.08
SDRMA	52061	Workers Compensation Reconciliation 2014-2015	08/18/15	\$6,263.25
Shred-It USA-Concord	9407056420	Shredding Service	08/13/15	\$33.86
Some Gave All	AUG 2015	Expense Report Aug 2015	08/25/15	\$69.00
Stantec Consulting Services Inc	941150	RWD	08/07/15	\$181.00
TASC	450775312003/091515	Flexible Spending Sept 2015	09/01/15	\$362.48
Tee Janitorial & Maintenance	7948	Janitorial Service July 2015	07/22/15	\$474.00
Telstar Instruments, Inc.	82539	Scada System	07/27/15	\$16,547.10
U.S. Bank Corporate Payment System	4246044555703473/715	Health Insurance	07/27/15	\$2,209.03
U.S. Bank Corporate Payment System	4246044555703473/715	Travel & Meetings	07/27/15	\$888.28
U.S. Bank Corporate Payment System	4246044555703473/715	Training & Education	07/27/15	\$233.99
U.S. Bank Corporate Payment System	4246044555703473/715	Telephone General	07/27/15	\$920.01
U.S. Bank Corporate Payment System	4246044555703473/715	Telecom Networking	07/27/15	\$150.00
U.S. Bank Corporate Payment System	4246044555703473/715	Vehicle & Equipment Fuel	07/27/15	\$415.17
U.S. Bank Corporate Payment System	4246044555703473/715	Automotive Supplies & Repairs	07/27/15	\$632.19
U.S. Bank Corporate Payment System	4246044555703473/715	Special Equipment	07/27/15	\$247.12
U.S. Bank Corporate Payment System	4246044555703473/715	Info System Maintenance	07/27/15	\$254.39
U.S. Bank Corporate Payment System	4246044555703473/715	Equipment Maintenance	07/27/15	\$192.00
U.S. Bank Corporate Payment System	4246044555703473/715	Computer Software	07/27/15	\$19.95
U.S. Bank Corporate Payment System	4246044555703473/715	Office Supplies	07/27/15	\$9.92
U.S. Bank Corporate Payment System	4246044555703473/715	Safety Equipment & Supplies	07/27/15	\$243.48
U.S. Bank Corporate Payment System	4246044555703473/715	Special Expense	07/27/15	\$301.01
Upper Case Printing, Ink.	9683	Office Supplies	08/05/15	\$36.96
Veolia Water North America	50114	Monthly R&M June 2015	07/30/15	\$2,670.81
Veolia Water North America	50287	Monthly O&M Fee Aug 2015	08/03/15	\$60,605.60
Verizon Wireless	9749715326	Cell Phone Bill July 2015	07/26/15	\$229.19
Watersavers Irrigation Inc.	2855/073115	Misc. Items	07/31/15	\$7.59

**Wastewater Sub-Total \$171,548.09**

**Community Center**

**Community Center Sub-Total \$0.00**

**Grand Total \$323,452.85**

**Request For Authorization To Pay Invoices (RFA)  
For The Meeting On September 02, 2015  
Town of Discovery Bay, D.Bay L&L Park #8  
For Fiscal Year's 7/15 - 6/16**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Albert Harcourt	2	Community Center-Program Fees	07/30/15	\$585.00
Alhambra	13710019 080715	Bottle Water Service	08/07/15	\$84.30
American Retrofit Systems	1106	Repair Electrical On Timer	07/14/15	\$100.00
American Retrofit Systems	1108	Community Center-AC Units	07/22/15	\$100.00
American Retrofit Systems	1110	Community Center-Light Repair	08/10/15	\$100.00
Brentwood Ace Hardware	808/073115	Equipment Maintenance	07/31/15	\$111.68
Brentwood Ace Hardware	808/073115	Landscape Maintenance	07/31/15	\$47.17
Brentwood Ace Hardware	808/073115	Community Center-Pool Maintenance	07/31/15	\$7.31
California Special Districts Assoc.	34210	Community Center-Advertising	08/25/15	\$100.00
Cash	AUG 2015	Community Center-Program Fees Petty Cash	08/05/15	\$9.76
Cintas	185520076	Uniforms	07/29/15	\$37.12
Cintas	185520076	Community Center-Mats	07/29/15	\$45.42
Cintas	185520893	Uniforms	08/05/15	\$37.12
Cintas	185520893	Community Center-Mats	08/05/15	\$45.42
Cintas	185521735	Uniforms	08/12/15	\$37.12
Cintas	185521735	Community Center-Mats	08/12/15	\$45.42
Cintas	185522561	Uniforms	08/19/15	\$41.62
Cintas	185522561	Community Center-Mats	08/19/15	\$45.42
Commercial Tree Care	22623	Palm Pruning	08/14/15	\$4,410.00
Criterion Pictures USA	405740	Community Center-Events	07/13/15	\$350.00
Delta Debris Box Service	1089191	Community Center-Trash Pull & Replace	07/31/15	\$966.00
Delta Debris Box Service	1089206	40yd Green Pull & Replace	07/31/15	\$366.00
Discovery Bay Designs	1131	Community Center-Apparel Order With Logo	08/03/15	\$267.17
Discovery Bay Disposal	17-0013218/073115	Community Center-Com 3 Yd Bin	07/31/15	\$419.77
Discovery Bay Disposal	17-0001966/073115	Com 2 Yd Bin	07/31/15	\$300.53
Grainger	861481877	Community Center-Pool Maintenance	07/20/15	\$65.97
Karina Dugand	23	Community Center-Program Fees	07/09/15	\$799.50
Lincoln Equipment, Inc.	SI271263	Community Center-Pool Vacuum	07/21/15	\$3,281.56
Lincoln Equipment, Inc.	SI271353	Community Center-Pool Maintenance	07/22/15	\$118.86
Lincoln Equipment, Inc.	SI273841	Community Center-Pool Chemicals	08/19/15	\$237.86
Office Depot	780590307001	Community Center-Office Supplies	07/14/15	\$62.82
Office Depot	782476326001	Community Center-Office Supplies	07/23/15	\$110.33
Office Depot	782483039001	Office Supplies	07/23/15	\$9.86
Office Depot	782483039001	Community Center-Office Supplies	07/23/15	\$17.79
Office Depot	785298805001	Office Supplies	08/06/15	\$85.67
Pacific Gas & Electric	0869258994-1/081015	Electric & Gas Bill 07/10/15-08/10/15	08/10/15	\$455.43
Pacific Gas & Electric	5702839598-6/081115	Community Center-Electric & Gas Bill 07/10/15-08/10/15	08/11/15	\$1,866.86
Pacific Gas & Electric	5939734421-5/081715	Electric & Gas Bill 07/17/15-08/17/15	08/17/15	\$6,737.59
Shred-It USA-Concord	9407056421	Community Center-Shredding Service	08/13/15	\$84.40
Tee Janitorial & Maintenance	7948	Janitorial Service July 2015	07/22/15	\$720.00
Tee Janitorial & Maintenance	7948	Community Center-Janitorial Service July 2015	07/22/15	\$260.00
Town of Discovery Bay, CSD	401	Payroll Reimbursement July 2015	08/12/05	\$29,138.81
Town of Discovery Bay, CSD	9-900-000-002-6.02	Community Center-Water Bill 07/01/15-07/31/15	07/31/15	\$543.57
Town of Discovery Bay, CSD	9-900-000-002-7.02	Water Bill 07/01/15-07/31/15	07/31/15	\$21.16
Town of Discovery Bay, CSD	9-900-000-004-2.01	Water Bill 07/01/15-07/31/15	07/31/15	\$931.99
Town of Discovery Bay, CSD	9-900-000-004-2.02	Water Bill 07/01/15-07/31/15	07/31/15	\$415.79
Town of Discovery Bay, CSD	9-900-000-004-2.03	Water Bill 07/01/15-07/31/15	07/31/15	\$355.92
Town of Discovery Bay, CSD	9-900-000-004-2.04	Water Bill 07/01/15-07/31/15	07/31/15	\$39.30
Town of Discovery Bay, CSD	9-900-000-004-2.05	Water Bill 07/01/15-07/31/15	07/31/15	\$37.79
Town of Discovery Bay, CSD	9-900-000-004-2.06	Water Bill 07/01/15-07/31/15	07/31/15	\$293.32
Town of Discovery Bay, CSD	9-900-000-004-2.07	Water Bill 07/01/15-07/31/15	07/31/15	\$9.67
Town of Discovery Bay, CSD	9-900-000-004-2.08	Water Bill 07/01/15-07/31/15	07/31/15	\$9.67
Town of Discovery Bay, CSD	9-900-000-004-2.09	Water Bill 07/01/15-07/31/15	07/31/15	\$21.77
Town of Discovery Bay, CSD	9-900-000-004-2.10	Water Bill 07/01/15-07/31/15	07/31/15	\$45.96
Town of Discovery Bay, CSD	9-900-000-004-4.01	Water Bill 07/01/15-07/31/15	07/31/15	\$3.02
Town of Discovery Bay, CSD	9-900-000-004-4.02	Water Bill 07/01/15-07/31/15	07/31/15	\$48.98
Town of Discovery Bay, CSD	9-900-000-004-4.03	Water Bill 07/01/15-07/31/15	07/31/15	\$321.14
Town of Discovery Bay, CSD	9-900-000-004-4.04	Water Bill 07/01/15-07/31/15	07/31/15	\$3.02
Town of Discovery Bay, CSD	9-900-000-004-4.05	Water Bill 07/01/15-07/31/15	07/31/15	\$45.35
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 07/01/15-07/31/15	07/31/15	\$6.04
U.S. Bank Corporate Payment System	4246044555703473/715	Equipment	07/27/15	\$1,100.56
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Dog Park	07/27/15	\$1,965.10
U.S. Bank Corporate Payment System	4246044555703473/715	Telephone General	07/27/15	\$97.29
U.S. Bank Corporate Payment System	4246044555703473/715	Vehicle & Equipment Fuel	07/27/15	\$554.29
U.S. Bank Corporate Payment System	4246044555703473/715	Equipment Maintenance	07/27/15	\$881.31

U.S. Bank Corporate Payment System	4246044555703473/715	Landscape Maintenance	07/27/15	\$131.41
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Events	07/27/15	\$202.06
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Telephone General	07/27/15	\$154.20
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Vehicle & Equipment Fuel	07/27/15	\$70.79
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Computer Software	07/27/15	\$329.62
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Office Supplies	07/27/15	\$106.06
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Building Maintenance	07/27/15	\$375.86
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Pool Maintenance	07/27/15	\$599.11
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Personal Protective Equipment	07/27/15	\$546.21
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Safety Equipment & Supplies	07/27/15	\$430.65
U.S. Bank Corporate Payment System	4246044555703473/715	Community Center-Food And Beverage	07/27/15	\$288.06
United States Postal Services	3	Community Center-Postage Activity Guides	08/21/15	\$975.00
Univar	SJ694110	Community Center-Pool	07/13/15	\$1,377.60
Verizon Wireless	9749715326	Cell Phone Bill July 2015	07/26/15	\$105.08
Verizon Wireless	9749715326	Community Center-Cell Phone Bill July 2015	07/26/15	\$105.07
Watersavers Irrigation Inc.	1569548-01	Community Center-Irrigation Repairs	05/04/15	\$16.91
Watersavers Irrigation Inc.	1575832-00	Community Center-Irrigation Repairs	05/13/15	\$34.12
Watersavers Irrigation Inc.	1582803-00	Landscape Maintenance	06/10/15	\$72.87
Watersavers Irrigation Inc.	1607168-00	Irrigation Repairs	08/03/15	\$531.11
Watersavers Irrigation Inc.	1610658-00	Irrigation Repairs	08/12/15	\$204.70
Watersavers Irrigation Inc.	1610811-00	Backflow Valve	08/18/15	\$639.23
			<b>Total</b>	<b>\$67,760.39</b>

**Request For Authorization To Pay Invoices (RFA)**  
**For The Meeting On September 02, 2015**  
**Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)**  
**For Fiscal Year's 7/15 - 6/16**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
American Retrofit Systems	1109	Repair Electrical Trailer	07/24/15	\$150.00
Bay Area News Group	2005834/895625	Classified Advertising Ravenswood	07/31/15	\$127.28
Brentwood Ace Hardware	808/073115	Equipment Maintenance	07/31/15	\$111.68
Brentwood Ace Hardware	808/073115	Landscape Maintenance	07/31/15	\$47.17
Cintas	185520076	Uniforms	07/29/15	\$36.52
Cintas	185520893	Uniforms	08/05/15	\$36.52
Cintas	185521735	Uniforms	08/12/15	\$36.52
Cintas	185522561	Uniforms	08/19/15	\$36.52
Delta Debris Box Service	1089206	40yd Green Pull & Replace	07/31/15	\$366.00
Office Depot	782483039001	Office Supplies	07/23/15	\$9.87
Pacific Gas & Electric	0403377952-3/081015	Electric & Gas Bill 07/09/15-08/09/15	08/10/15	\$90.92
Tee Janitorial & Maintenance	7948	Janitorial Service July 2015	07/22/15	\$280.00
Town of Discovery Bay, CSD	402	Payroll Reimbursement July 2015	08/12/15	\$2,079.13
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 07/01/15-07/31/15	06/30/15	\$170.85
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 07/01/15-07/31/15	06/30/15	\$857.90
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 07/01/15-07/31/15	06/30/15	\$224.37
U.S. Bank Corporate Payment System	4246044555703473/715	Equipment	07/27/15	\$733.70
U.S. Bank Corporate Payment System	4246044555703473/715	Telephone General	07/27/15	\$104.33
U.S. Bank Corporate Payment System	4246044555703473/715	Vehicle & Equipment Fuel	07/27/15	\$400.56
U.S. Bank Corporate Payment System	4246044555703473/715	Equipment Maintenance	07/27/15	\$364.19
U.S. Bank Corporate Payment System	4246044555703473/715	Landscape Maintenance	07/27/15	\$42.46
Verizon Wireless	9749715326	Cell Phone Bill July 2015	07/26/15	\$105.08
Watersavers Irrigation Inc.	1591162-00	Landscape Maintenance	06/23/15	\$729.90
Watersavers Irrigation Inc.	1610320-00	Gloves	08/11/15	\$39.54
			<b>Total</b>	<b>\$7,181.01</b>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

September 2, 2015

**Prepared By:** Gregory Harris, District Engineer  
**Submitted By:** Rick Howard, General Manager *RH*

**Agenda Title**

Return Activated Sludge (RAS) Pump Control Panel at Plant No. 1 Installation Agreement

**Recommended Action**

That the Board authorize the award of bid for installation of the RAS Panel at Plant No. 1, to SD Electric in the amount of \$33,000.00 with an allowance for 10% change orders; and authorize the General Manager to execute all documents

**Executive Summary**

The RAS Panel at Plant No. 1 has been beyond useful life for several years. The Town recently purchased a new RAS Pump Control Panel from Veolia for \$12,000.00, which is significantly below the market price of approximately \$50,000.00. Bids were received to install this panel at a new location. SD electric was the low bidder at \$33,000.00 (the high bid was \$39,000.00).

This project is listed on the current CIP as project No. 77 at a budget cost of \$50,000.00.

Once the RAS Panel is installed Veolia and the Town will work together with the current on site SCADA programmers to install programming of the panel. This is estimated to cost \$5,000.00 to \$10,000.00 and will be executed as a change order to the existing contract to install the new SCADA system.

**Fiscal Impact: \$33,000.00**

**Amount Requested: \$33,000.00**

**Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)**

**Prog/Fund # ??? . Category: Infrastructure Replacement Fund (wastewater)**

**Previous Relevant Board Actions for This Item**

Approved the CIP. Authorized purchase of the panel form Veolia.

**Attachments:**

Contractor Bid Form SD Electric for Installation of the Panel

**AGENDA ITEM: F-3**

# S.D. ELECTRIC, INC.

1852 W. 11<sup>th</sup> Street #327 Tracy CA 95376  
Office 209-832-0870 Fax 209-835-0239

CA Lic # 850914 Exp. 12-31-2016 SB # 48958 SFPUC # HRC121115484 LBE# CMD02185484 DIR# 100005683

**PROJECT JOB NAME:** Ras Pump Station No. 2 VFD Replacement

**BID DATE:** 08-24-15

**ATTN:** Estimator

**TOTAL PGS:** 2

We are pleased to quote the following "Scope-of-Work" pertaining to the above referenced project.

Our proposal is based on the following bid documents. We acknowledge 0 addendums.

S.D. Electric is quoting the electrical install and materials as shown on the bid documents listed below. Any bid documents (drawings or specifications) not listed below will not be part of this scope of work:

**Drawing #** E1 – E8  
**Spec Section**  
**Trenching Lengths (as a courtesy only)**

**Bid Price \$ 33,000.00**

Item	Qty.	PROVIDE AND INSTALL
1		Underground run 2-2" pvc sched 80; stub ups in pvc coated rigid sand back fill – compacted native; from Clarifier No. 1 control panel to New Ras pump control panel.
2		Provide and mount Nema 4x j-box over existing conduits at Ras pump. Run 5-1" pvc coated rigid conduits between new control panel & new j-box
3		1 – 3/4 x 10 ground rod for new control panel
4		Pull wire as listed on drawing and terminate
5		Run cable and terminate for flowmeter as shown on drawings
6		Set control panel provided by City
7		Provide and test new new double through breaker bucket as shown on drawings
8		Prevailing Wage
9		12 Month Warranty (from the completion date of S.D. Electric's scope of work)
10		

**PROJECT JOB NAME: Ras Pump Station No. 2 VFD Replacement**

Item	EXCLUDED (including page 3 of this scope)
1	New control panel (provided by City)
2	Flowmeter (provided by City)
3	All mechanical connections (provided by City)
4	Control panel and SCADA programming
5	
6	
7	
8	
9	
10	

**TERMS:**

- BASIC ELECTRICAL MATERIALS SUBMITTAL: Approximately 30 days after Notice to Proceed, Confirmed Contract Documents and Preliminary Lien Information is received from General Contractor
- QUOTATION FIRM FOR 30 DAYS UNLESS OTHERWISE STATED.
- QUOTATION IS SUBJECT TO CHANGE, BASED ON POST ADDENDUMS ISSUED AFTER TIME OF BID CLOSURE.

**PROJECT BID CLARIFICATIONS:**

- This scope letter (total 2 pages) shall become part and parcel of any contractual agreement whether specifically referenced to or not.
- After the project is awarded, this quotation will be subject to escalation if any material, labor or equipment cost increases occur prior to the start of the project due to delays by the owner or General Contractor.
- In the event of litigation, the prevailing party is entitled to reimbursement of legal expenses.
- Our quotation will be based on normal working hours Monday through Friday 7:00 am to 3:30 pm.
- Payments are scheduled as follows:
  - Monthly progress payments based on the Schedule of Values
  - 0% retention held until electrical Scope of Work is signed off as completed.
  - Payment to S.D. Electric, Inc. is not based on payment from owner to General Contractor.

If you have any questions, comments, please contact us.

Sincerely,

S.D. Electric, Inc.  
Estimating Department



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

September 2, 2015

**Prepared By:** Rick Howard, General Manager

**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Approve and Adopt Resolution No. 2015-17 - Agreements with Bond Underwriter and Bond Counsel for 2015/16 Bond Issue for Needed Water and Wastewater Capital Improvements

### Recommended Action

It is recommended that the Board authorize the General Manager to enter into agreements with 1) Prager and Company for Municipal Bond Underwriting Services; 2) The Weist Law Firm for Bond Counsel Services; and 3) Adopt Resolution 2015-17 authorizing the commencement of proceedings in connection with the execution and delivery of water and wastewater bond obligations, appointing an Underwriter, a Bond Counsel, a Disclosure Counsel.

### Executive Summary

The Town of Discovery Bay Water and Wastewater enterprises require capital projects whose funding source is currently not identified. Water related projects may include the Water Meter Roll Out Program, Well 8 (to replace Well 5A), and other possible water infrastructure related projects. Wastewater projects will include the Title 22 Filtration Project and may also include the Denitrification Project, as well as other related wastewater projects.

Staff has been meeting with the Water and Wastewater Sub-Committee as well as the Finance Committee to discuss the projects, financing needs as well as project timing.

As the Board is aware, Well 5A has been experiencing salinity issues for the past couple of years. The well has only been used in back-up (versus primary) mode to Well 4. With Well 7 now online, staff and consulting engineers are evaluating the long-term implications of Well 5A, and early indications are that the well is a strong candidate for the abandonment process. Additionally, the Water Meter Roll Out Program will be taking place in 2016, and is expected to take approximately 12-18 months to complete the remaining approximately 4,000 service connections and place them on volumetric pricing. Both of these projects are candidates to be included in a potential financing plan. The Board will eventually make the final decision on how to proceed with both of these projects.

In 2014, the Regional Water Quality Control Board (RWQCB) included into the Town's renewal of its NPDES Permit the requirement to construct Title 22 filtration facilities as well as denitrification facilities. The Filtration Project, per the terms of the permit, must be completed no later than December 31, 2017, and Denitrification must be completed no later than December 31, 2022.

In order to complete the Filtration Project by the prescribed deadline, the project must be under construction by July 2016. The denitrification project must be under construction by July 2020 in order to meet the December, 2022 deadline. The Denitrification Project has calendar leeway in that the project, while it can't be pushed back, can be accelerated and moved forward, thus allowing the project to be included in any current financing package. This decision has yet to be made and will go through a very thorough analysis. Ultimately, however, the Board will make the final decision to include it or not include it in the current financing package.

Concurrent with this phase of the project is the Five-Year Rate Study currently being conducted by Bartle Wells Associates. That study should be completed in the next 30-60 days and will assist Staff and the Board in making decisions that are in the best interest of the Town and the overall community.

"Continued to the Next Page

Today's financial markets continue to show strength for borrowers, with interest rates continuing to remain at historically low levels. In an effort to capture these low rates, Staff believes that it is prudent to initiate the financing process at this time.

By authorizing this action, it should be noted that the District will not incur any fees until the closing of the financing. All closing costs will be included as a part of the overall financing package. All other costs associated with the financing are contingent upon the close of the transaction.

**Fiscal Impact:**

**Amount Requested \$** None at this time. All fees to be paid pursuant to agreements at time of closing.

**Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)**

**Prog/Fund #    Category: Pers.    Optg.    Cap.    -or-    CIP#    Fund#**

**Previous Relevant Board Actions for This Item**

Master Plan Workshops and Board Acceptance of Master Plans

**Attachments**

A: Proposal/Prager and Co. for Municipal Bond Underwriting Services

B: Proposal/SOQ The Weist Law Firm for Bond Counsel Services

C: Resolution No. 2015-17

July 22, 2015

Mr. Rick Howard  
General Manager  
Town of Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

Dear Rick:

This letter outlines a proposed scope of services and fee structure related to financial advisory services provided by Prager & Co., LLC (“Prager”) to the Town of Discovery Bay Community Services District (the “District”). We propose to (a) provide transaction-specific financial advisory services related to the funding of the District’s proposed wastewater treatment project [Title 22 filtration and denitrification project] (the “Project”); and, (b) complement and reinforce the District’s analyses and assessment of its capital structure. Prager is an independent broker-dealer and a municipal advisor registered with the Securities and Exchange Commission. In all circumstances, as outlined below in the transactional services, Prager intends to serve the District as its Independent Registered Municipal Advisor (“IRMA”) and as such will serve the District in a fiduciary capacity. Prager accepts these responsibilities and intends to carry out and uphold its fiduciary duties with the highest degree of professionalism. Specifically, we propose to provide the District with financial advisory services related to:

### **Transactional Services Related to the Funding of Wastewater Treatment Project**

Prager will provide transaction-specific advice for any debt/ loan related to the funding of the District’s proposed Project. These services will include:

1. Serving as the District’s independent financial advisor and fiduciary in regard to the funding of the proposed Project;
2. Preparing a request for proposal from lenders;
3. Assisting in the identification, screening, and selection of one or more suitable lenders offering (i) the lowest risk-adjusted cost of capital; and, (ii) maximum flexibility insofar as any terms, security provisions and financial covenants are required;
4. Negotiation of key loan terms and conditions;
5. Preparing analyses related to debt capacity and affordability implications associated w/ various funding alternatives and evaluating the impacts of various funding alternatives on the District’s financial position;
6. Coordinating all transaction-related activities among the District, District Counsel, lender, lender’s counsel, issuing authority and its counsel (if required), trustee and its counsel, and bond counsel.
7. Attending all relevant meetings and/ or conference calls, as requested by the District;
8. Within our capacity as financial advisor, commenting on all legal and disclosure documents and resolutions relating to any bonds, certificates, or loan;

9. Interacting with rating agencies including assistance with the development of rating presentation materials and coordination of rating agency visits, if needed;
10. Reviewing and verifying all bond and loan pricing proposals from third parties; and,
11. Preparing and presenting a summary of the financing results.

(A) **Fees**

We propose a fee of \$75,000 for transaction-specific services related to the financing of the Project, to be paid at the closing of a transaction.

Should the transaction be abandoned or otherwise not occur, a break-up fee in the amount of \$15,000 will be due and payable.

The scope of services proposed herein is intended to address the transaction(s) and scope of services as described above; and, should the District request services not included in the scope of this proposal, the fee for such services will be negotiated at that time and will be dependent upon the complexity of the project and work required. Normal and customary expenses will be billed quarterly. Reimbursement of extraordinary expenses would be mutually agreed upon in advance.

(B) **Exclusions**

Financial advisory activities not immediately related to the Project will not be included in this engagement. Examples of these services include:

- (i) Performing remarketing agent functions;
- (ii) Serving as disclosure agent;
- (iii) Authoring fairness opinions; and
- (iv) Providing M&A advice and assistance.

(C) **Term**

Unless extended by the parties, this agreement will expire with the closing of the funding for the Project and the payment of the fee then due. Should the District decide not to proceed with the financing, this agreement will expire with the payment of the break-up fee.

(D) **Miscellaneous**

- 1) We accept the fiduciary responsibilities imposed on us by the Dodd Frank Act and intend to carry out and uphold our duties with the highest degree of professionalism.
- 2) This Agreement will be governed by the laws of California and will supersede and replace any and all earlier understandings, written or oral. It may be amended only by a writing signed by both parties.
- 3) Prager makes no warranty, express or implied, of any nature whatsoever as to any information or analysis supplied hereunder and does not guarantee satisfactory results. In no event may Prager be held liable for any special or consequential damages that may be incurred in using the data provided. Prager's liability hereunder is limited to damages directly caused by Prager's breach of its fiduciary duties or by

July 22, 2015

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Prager's willful misconduct or gross negligence and may not exceed the fees paid to Prager with respect to the matter in question.

We are eager to work with the District over the term of this engagement and welcome the opportunity to discuss any aspects of this proposal with you.

If the terms of this proposal satisfy your objectives, kindly sign where indicated below and return a signed copy to me and this letter will constitute the agreement between the District and Prager.

Very truly yours,

Saul Rosenbaum  
Managing Director  
**PRAGER & CO., LLC**

ACCEPTED AND AGREED  
Town of Discovery Bay

\_\_\_\_\_  
Rick Howard  
General Manager

\_\_\_\_\_  
Date



**Abbreviations:**

- I , Issuer
- IC , Issuer Counsel
- TODB Town of Discovery Bay (TODB), Borrower
- BC Bond/Borrower's Counsel
- FA Prager & Co., LLC, Financial Advisor
- L , Lender (private placement)
- U , Underwriter (public offering)
- DC , Special & Disclosure Counsel
- T , Trustee
- RA Rating Agency
- A Auditor
- P Printer

August 2015						
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30	31					

September 2015						
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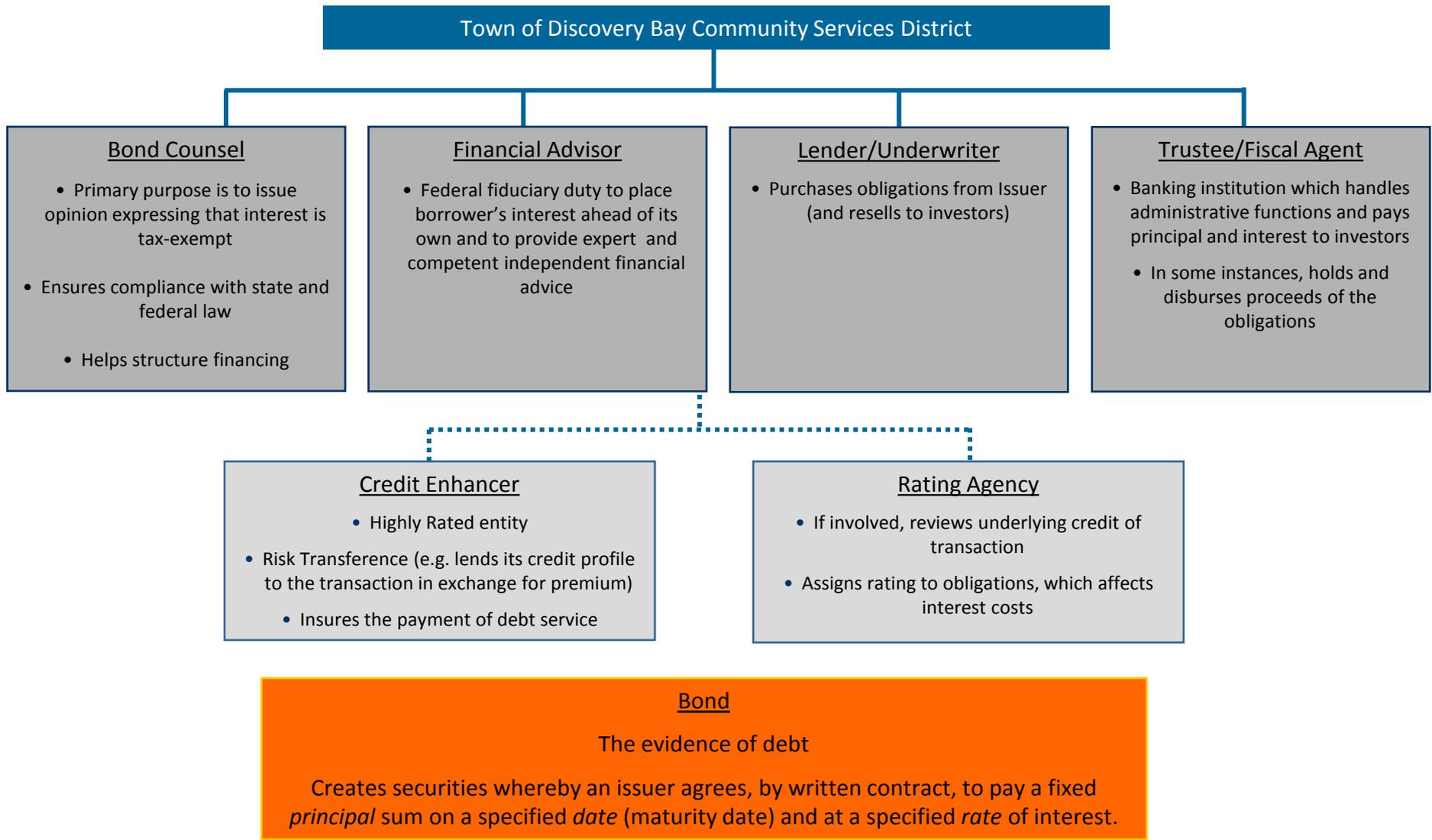
October 2015						
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November 2015						
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December 2015						
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25	26	27	28	29	30	31

Week of:	Activity	Parties
August 31	<input type="checkbox"/> TODB Board considers resolution to proceed w/ Project (9/2/15)	TODB
	<input type="checkbox"/> Commence update to Official Statement's (OS) Appendix A (see last continuing disclosure submission)	TODB
September 7	<input type="checkbox"/> Prepare RFP: lender/underwriter	FA
	<input type="checkbox"/> Distribute RFP: lender/underwriter	FA
	<input type="checkbox"/> Identify District Counsel	TODB
	<input type="checkbox"/> Select Bond Counsel	TODB
October 5	<input type="checkbox"/> Receive, evaluate, and summarize proposals	FA
	<input type="checkbox"/> Determine offering approach: public offering or private placement	TODB, FA
	<input type="checkbox"/> Select lender/underwriter	TODB
	<input type="checkbox"/> Determine method of sale: negotiated offering or competitive offering	TODB, FA
	<input type="checkbox"/> Circulate first drafts of Preliminary Official Statement (POS), Purchase Contract and Appendix A (public offering only)	BC/DC
	<input type="checkbox"/> Circulate first drafts of legal documents, Issuer & Borrower resolutions, (TEFRA notice?)	BC/DC
October 12	<input type="checkbox"/> Due diligence letter sent to District	BC/DC
	<input type="checkbox"/> Working group call #1: document review	All
October 19	<input type="checkbox"/> Provide credit materials to rating agency (public offering only)	FA
	<input type="checkbox"/> Lender site visit (private placement only)	TODB, L, FA
	<input type="checkbox"/> Rating agency call/meeting (public offering only)	TODB, FA
October 26	<input type="checkbox"/> Circulate revised drafts of legal & disclosure documents	BC/DC
	<input type="checkbox"/> Working Group call #2: document review call	All
November 9	<input type="checkbox"/> Receive rating assignment (public offering only)	FA
	<input type="checkbox"/> Lender's credit review hearing & approval (private placement only)	L
	<input type="checkbox"/> Circulate revised drafts of legal & disclosure documents	BC/DC
November 16	<input type="checkbox"/> Working Group call #3: document review call	All
	<input type="checkbox"/> Submit substantially final legal & disclosure documents to Issuer	BC/DC
	<input type="checkbox"/> Issuer hearing	I, TODB
	<input type="checkbox"/> Distribute POS to investors (public offering only)	U
	<input type="checkbox"/> Circulate first draft of Tax Certificate	BC/DC
November 23	<input type="checkbox"/> Thanksgiving holiday 11/26	
	<input type="checkbox"/> Set rate on loan/ bond pricing [execute bond purchase contract: public offering only]	L
December 7	<input type="checkbox"/> Final Official Statement delivered to printer (public offering only)	BC/DC
	<input type="checkbox"/> Pre-closing	All
December 14	<input type="checkbox"/> Closing	All

# Parties Involved in Bond Transaction



## AGREEMENT FOR BOND COUNSEL SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_th day of \_\_\_\_\_, 2015 by and between the Town of Discovery Bay CSD (the “District”), whose address is 1800 Willow Lake Road, Discovery Bay, CA 94505, and The Weist Law Firm (the “Bond Counsel”), whose address is 108 Whispering Pines Drive, Suite 235, Scotts Valley, CA 95066.

### WITNESSETH:

**WHEREAS**, the District desires to arrange for the procurement of low interest rate municipal bonds (the “Bonds”), in order to provide cost effective financing for the design and construction phases of the District’s proposed wastewater capital improvement project (the “Project”); and

**WHEREAS**, the District desires to retain Bond Counsel to do the necessary consulting, legal and analytical work hereinafter outlined, upon the terms and conditions hereinafter set forth, to structure, issue and deliver Bonds as necessary to accomplish the financing of the Project; and

**WHEREAS**, Bond Counsel is specifically trained and experienced in the conduct of Project proceedings for accomplishing the issuance of the Bonds, and hereby represents that it is ready, willing and able to perform said work; and

**NOW, THEREFORE**, in consideration of the covenants and premises herein contained and other good and valuable consideration, the parties hereto agree as follows:

#### **Section 1. Scope of Services.**

**Bond Counsel Services:** Bond Counsel shall provide the following legal services in connection with the preparation of the resolutions, documents and certifications necessary for the sale and delivery of the Bonds. Such services shall include the following:

1. Consultation with representatives of the District, including the General Manager, and the District’s financing and accounting staff, engineers, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed issuance of Bonds.
2. Preparation of all resolutions, ordinances, notices, affidavits, Depository Trust Company agreements, indentures, installment sale agreements, lease or loan agreements, and other legal documents customarily prepared by Bond Counsel, as required for the issuance of Bonds (the “Principle Documents”).
3. Review of documents prepared District staff, financial advisor, or consulting engineers, including the project descriptions, the proposition 218 rate setting documents, the purchase contract(s) to be derived therefrom, and the continuing disclosure undertaking or undertakings.
4. Review of documentation with respect to any bond provisions, parity debt provisions and reserve fund policy provided or required in connection with the Bonds, if any.

5. Review and evaluate the various financing structures that may be available to the District for the securing of the Bonds. Our analysis will examine the range of capital borrowing methods available to the District, including, but not limited to, revenue bonds and certificates of participation.

6. Assist in the preparation of a financing plan for the Project and the issuance of Bonds. Base the plan on the policies and direction of the District, availability of grants and loans, use of cash and prudent long-term borrowing. Project annual operation and maintenance expenses, annual replacement of capital facilities, annual expenditures for vehicles and equipment and establish reasonable amounts in capital reserve fund, emergency and contingency fund, accumulated surplus fund, and operating fund. Ensure that the revenue requirement will show net operating revenues sufficient to satisfy debt service coverage requirements related to the proposed Bonds, where applicable.

7. Attendance at such meetings or hearings of the District's Board of Directors (the "Board"), and working group meetings or conference calls as the District may request, and as Bond Counsel deems prudent and necessary.

8. Coordinate presentations to the rating agencies and/or credit enhancement providers. We will advise on the prudence of seeking a rating and/or bond insurance. We will take an active role in the determination process, and if the District chooses to proceed with a rating and/or credit enhancement, we will be proactive in the process of obtaining the best rating and terms possible.

9. Preparation of final closing papers to be executed by the District required to effect delivery of the Bonds and coordination of the closing of the Bonds.

10. Rendering of Bond Counsel's customary final legal opinion on the validity of the Bonds and the exemption from gross income for federal income tax purposes and from California personal income tax of interest thereon.

11. Preparation of the required reports to the California Debt and Investment Advisory Commission (pursuant to section 8855 et seq. of the Government Code) respecting the sale of the Bonds and Form 8038-G to the Internal Revenue Service (pursuant to Section 149 of the Internal Revenue Code of 1986).

12. Preparation of a complete transcript of the proceedings, containing originally signed copies of all resolutions, ordinances, legal agreements, disclosure statements, certificates and notices. Copies shall be provided to the District and each member of the financing team.

**Disclosure Counsel Services:** Bond Counsel shall provide the following legal services as the District's Disclosure Counsel in connection with the preparation of the Official Statement for the Bonds, and related sales documents to be used in connection with the Project financing. Such services shall include the following:

1. Confer and consult with District staff and officers in order to perform the due diligence required to produce the Official Statement (both preliminary and final).

2. Confer and consult with underwriters, attorneys, financial advisors, engineer's, title officers, trustees or fiscal or paying agents, feasibility consultants and all other professionals or participants in the

issuance of the Bonds, in order to perform the due diligence required to produce the Official Statement (both preliminary and final).

3. Review all agreements, certificates, resolutions, orders, notices, and affidavits produced in said proceedings and such other reports, documents and correspondence of legal nature as may be necessary in order to perform the due diligence required to produce the Official Statement (both preliminary and final).

4. Prepare or assist in the preparation of the bond purchase contract relating to the Bonds.

5. Prepare or assist in the preparation of a continuing disclosure certificate to assist the underwriter with compliance with the provisions of Securities and Exchange Commission Rule 15c2-12.

6. Provide an opinion indicating compliance with (i) Section 17(a) of the Securities Act of 1933, (ii) Section 10b-5 of the Securities Exchange Act of 1934, and (iii) Rule 15c2-12 of the Securities Exchange Act of 1934.

**Excluded Services** Bond Counsel's services are limited to those specifically set forth above. Bond Counsel's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving any of the Bonds, the Project or any other matter.

Bond Counsel's services also do not include legal services relating to the Project, including but not limited to compliance with the California Environmental Quality Act, the National Environmental Policy Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the Porter-Cologne Water Quality Control Act, the Safe Drinking Water and Toxic Enforcement Act of 1986, the Hazardous Substance Account Act, the Hazardous Waste Control Act, or any determinations pertaining to completion and readiness for acceptance.

Bond Counsel's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property, including the acquisition of interests in real property, whether through gift, negotiation or the exercise of the power of eminent domain. Bond Counsel's services also do not include any responsibility the negotiation or preparation of joint powers agreements with other agencies. Bond Counsel will not be responsible for the services performed or acts or omissions of any other participant.

Also, Bond Counsel's services will not extend past the date of issuance of the Bonds and will not, for example, include services related to on-going administration, annexation, rebate compliance or continuing disclosure or otherwise related to the Bonds, proceeds of the Bonds or a refunding after issuance of the Bonds.

Bond Counsel may be willing to perform such excluded services on such terms as might be mutually agreed to at the time of need. The performance by Bond Counsel of services excluded by the above paragraph, if required by the District, shall be under separate written agreement.

**Section 2. Compensation.**

(a) Legal Fees for Bond Counsel Services. For all Bonds issued by the District, Bond Counsel shall be paid a flat fee of \$25,000 for each series of Bonds issued, plus one-quarter of one percent (1/4%) of the principal amount of Bonds issued for each such series of Bonds issued. Payment of said amount shall be entirely contingent upon the sale or placement of the Bonds.

(b) Disclosure Counsel Services. For all Bonds issued by the District, Disclosure Counsel shall be paid a flat fee of \$22,000 for each series of Bonds issued, plus one-eighth of one percent (1/8%) of the principal amount of Bonds issued for each such series of Bonds issued. Our fee and expenses for this work shall be entirely contingent upon the sale of the Bonds as a public offering.

(c) Out-of-Pocket Expenses. In addition to the legal fees, Bond Counsel shall be reimbursed its normal and customary out-of-pocket expenses, including travel (which includes an out of office fee of \$650 for each day of travel) and customary mileage rates; parking charges and bridge tolls as incurred, photocopies at forty-five cents per page, transcript preparation and distribution; telephone and facsimile charges as incurred, and postage and express delivery charges as incurred for each series of Bonds issued.

**Section 3. Termination of Agreement and Legal Services.**

This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, Bond Counsel shall nevertheless be entitled to receive full compensation in the exact manner set forth in Section 2 hereof for all series of Bonds pertaining to the Project, regardless of the amount of work or length of time invested by Bond Counsel in the Project up to the point of termination. This continuing right to receive full compensation shall survive the term of this Agreement. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon final issuance of the Bonds. Upon termination, Bond Counsel shall have no future duty of any kind to or with respect to the Bonds or the District.

**Section 4. Insurance.**

Bond Counsel specifically represents that it maintains errors and omissions insurance applicable to the Bond Counsel services to be rendered under this Agreement.

**Section 5. Nature of Engagement.**

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bonds financing or the Project or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bonds financing, during the term of this Agreement, without the consent of the District.

Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that Bond Counsel may have had, have or enter into, and the District specifically consents to any and all such relationships.

**Section 6. Standards of Professional Conduct.**

Bond Counsel and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Bond Counsel represents that it is specially trained, experienced, expert and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Bond Counsel certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

Bond Counsel certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical. Bond Counsel is engaged by District for its unique qualifications and skills.

Bond Counsel shall not subcontract, delegate or assign the services to be provided under this Agreement, in whole or in part, to any other person or entity not employed in Bond Counsel's firm without consent of District. Bond Counsel agrees that it will comply with all ethical duties, will maintain the integrity of the Bond Counsel-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure; however, it is hereby understood and agreed that Bonds offerings are public in nature, and the District hereby waives its right to confidential communications, and protecting of records from disclosure.

**Section 7. No Guarantee of Outcome.**

District hereby acknowledges and agrees that this is a best efforts undertaking, and that no guarantee of success or outcome has been, or can be, made by Bond Counsel.

**Section 8. Arbitration.**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in San Francisco, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses.

The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this Section shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY submits to the ongoing jurisdiction of the state of California and/or the United States District Court for THE ENFORCEMENT HEREOF.

**Section 9. Entire Agreement.**

This Agreement contains the entire understanding between Bond Counsel and District. All previous proposals, offers and communications relative to the Project and this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Bond Counsel and District. No oral agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors or assigns as may be permitted pursuant to the provisions of this Agreement.

**Section 10. Modification.**

Both District and Bond Counsel understand that it may be desirable or necessary during the execution of this Agreement for Bond Counsel or District to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with District and all changes and their cost shall be memorialized in a written amendment to this original Agreement prior to the performance of the additional work.

Until a written change order is so executed, District shall not be responsible to pay any charges Bond Counsel may incur in performing such additional services, and correspondingly Bond Counsel shall not be required to perform any such additional services.

**Section 11. Severability.**

All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Therefore, if any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be effected by such holding and shall nevertheless continue in full force without being impaired or invalidated in any way.

**Section 12. Waiver.**

The waiver by either party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of that party. No waiver or modification of this Agreement or of any covenant condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party or parties to be charged therewith.

**Section 13. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers and representatives thereto duly authorized, all as of the day and year first above written.

**TOWN OF DISCOVERY BAY CSD**

By: \_\_\_\_\_

**THE WEIST LAW FIRM**

By: \_\_\_\_\_



**Town of Discovery Bay  
Community Services District**

**RESOLUTION NO. 2015-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY, A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS  
IN CONNECTION WITH THE EXECUTION AND DELIVERY OF WATER AND WASTEWATER  
BOND OBLIGATIONS, APPOINTING AN UNDERWRITER, A BOND COUNSEL,  
A DISCLOSURE COUNSEL AND AUTHORIZING THE GENERAL MANAGER  
TO ENTER INTO CERTAIN AGREEMENTS IN CONNECTION THEREWITH**

WHEREAS, the Town of Discovery Bay Community Services District (the "Town of Discovery Bay") desires and intends to finance the costs of acquiring, constructing, repairing, expanding, modernizing, and/or equipping of its Water and Wastewater Enterprises (collectively, the "Project"); and

WHEREAS, the Town of Discovery Bay intends to finance the acquisition, construction, repairing, expanding, modernizing, and/or equipping of the Project or portions of the Project with the proceeds of the sale of tax-exempt municipal bonds, notes, certificates of participation, or revenue bonds, the interest upon which is excluded from gross income for federal income tax purposes (the "Bonds"); and

WHEREAS, in order to efficiently accomplish the issuance of the Bonds, the Town of Discovery Bay desires to appoint an underwriter, bond counsel and disclosure counsel to provide necessary professional services in connection therewith; and

WHEREAS, the Town of Discovery Bay desires to engage Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (the "S&P"), to conduct a public rating of the Bonds; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Directors of the Town of Discovery Bay (the "Board") hereby finds that the above recitals are true and correct. The Board determines that it is necessary and desirable to provide financing for the Project by the issuance and sale of Bonds, subject to authorization of the issuance of the Bonds by resolution of the Town of Discovery Bay at a subsequent meeting to be held for such purpose. This Resolution does not bind the Town of Discovery Bay to make any expenditure, incur any indebtedness or proceed with the Bonds except as otherwise specifically provided herein.

Section 2. Bonds to be Limited Obligations. The Bonds and the interest thereon shall be special limited obligations of the Town of Discovery Bay secured by installment payments (the "Installment Payments") of the Water and Wastewater Enterprises, respectively, in favor of the owners of the Bonds. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Town of Discovery Bay within the meaning of any constitutional, statutory, or other limitation or provision and shall not constitute a pledge of the full faith and credit of the Town of Discovery Bay. The issuance of the Bonds shall not directly, indirectly or contingently, obligate the Town of Discovery Bay to levy any form of taxation therefor or to make any appropriation for their payment.

Section 3. Authorized Representatives. The President, Vice-President, General Manager and any other person authorized by the Town of Discovery Bay Board of Directors to act on behalf of the Town of Discovery Bay shall each be an "Authorized Representative" of the Town of Discovery Bay for the purposes of structuring and providing for the issuance of the Bonds.

Section 4. Appointment of Bond Counsel and Underwriter. The Weist Law Firm, 108 Whispering Pines Drive, Suite 235, Scotts Valley, CA 95066 is hereby appointed to act as Bond Counsel and Disclosure Counsel

with respect to the Bonds, and is authorized and directed to take any legal action and to prepare and submit to the appropriate parties all proceedings, agreements and other documents as shall be necessary and customary in connection with the issuance of the Bonds.

Prager and Co., 1 Maritime Plaza, # 1000, San Francisco, CA 94111 is hereby appointed to serve as Underwriter for the Bonds. The duties, responsibilities and fees of the Underwriter and Bond Counsel are set forth in separate consulting agreements , each of which have been presented to this Board for consideration, and this Board hereby approves said consulting agreements and authorizes and directs the General Manager to execute and delivery the same on behalf of the Town of Discovery Bay.

Section 5. Approval of Rating Agency Agreement. The General Manager is hereby authorized and directed to request S&P to perform its ratings analysis, and to provide its corresponding rating on the Bonds, in accordance with a services agreement (the "Agreement"). The General Manager is hereby authorized to enter into the Agreement between the Town of Discovery Bay and S&P, the form of which has been presented to this Board for consideration, and this Board hereby approves said Agreement and authorizes and directs the General Manager to execute and delivery the same on behalf of the Town of Discovery Bay.

Section 6. Official Actions. The Authorized Representatives of the Town of Discovery Bay are hereby authorized and directed, to execute the agreements specifically referred to herein and to do and perform any and all acts and things, from time to time, consistent with this resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

Section 7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER 2015.

---

Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 2, 2015, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Richard J. Howard  
Board Secretary



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

September 2, 2015

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Approve and Adopt Resolution No. 2015-16 - Board Policy No. 024 relating to the Use of Town Owned Equipment for local Non-Profits

### Recommended Action

Approve and Adopt Resolution No. 2015-16 - Board Policy No. 024 relating to the Use of Town Owned Equipment for local Non-Profits

### Executive Summary

On August 5, 2015 staff presented the Board with a number of options to consider relating to the use of Town owned equipment for local non-profits. At that meeting, the Board directed staff to develop a Board Policy pertaining the use of Town owned equipment for local non-profits.

### Background:

The Town has had a long standing and positive relationship with the Discovery Bay Lion's Club. Each year, the Lion's regularly host and sponsor a number of events throughout the community that are open to the public and are free of charge.

The Lion's club has relied on the use of one of the Town's trailerable generators for concerts and events requiring portable power. The generator use is minimal, generally less than 4 hours per each use. The delivery, set up, and fuel charges are absorbed by the Town in a "good neighbor" arrangement.

In late 2014, the Discovery Bay Community Foundation (DBCF) (A 501(C)3 non-profit) began operations. The DBCF also hosts a number of events throughout the year that are open to the public and are free of charge. The DBCF has also requested the use of the Town's portable generators for their event(s).

On February 18, 2015 both the Lion's and the DBCF attended a meeting of the Board and discussed the use of the Community Center for the upcoming Rocktoberfest event.

At that meeting, there was discussion on the Town providing the use of Town owned assets and equipment free of charge. While the board did not take action on this item, there was extensive discussion on the free use of the equipment. At that time, Legal Counsel Attebery noted that the free use is a gift of public funds and that there should be a nominal fee charged for the use of the equipment.

Staff researched the use of commercial generator rentals. Local rental companies charge between \$455.00 and \$655.00 daily for a comparable unit.

Subsequently, staff initiated a nominal fee of \$25.00/hour for the generator/equipment use, \$25.00 fuel surcharge, and \$25.00 for delivery and \$25.00 for pick-up. Generally, this would amount to \$150.00-\$200.00 per use. Staff must deliver and pick-up the unit(s) on a Saturday and or Sunday. Management staff generally does this on their free time and accommodates the non-profits schedules. In the event that neither manager that performs this service is available, a member of the staff, on a two-hour minimum call-out, will have to perform this duty.

"Continued to the Next Page"

At the August 5, 2015 meeting, staff presented four options for Board consideration on this subject. They were as follows:

1. Cease the use of Town owned equipment for events in all situations.
2. Continue to provide use of the equipment free of charge as has been past practice. However, event sponsors must officially list the Town of Discovery Bay as a sponsor of the event and the Town Seal or Logo must be included on any marketing materials. Limited to one piece of equipment.
3. If additional pieces of equipment are needed (beyond 1 piece), then a fee will be charged to address the other pieces of equipment.
4. Continue to provide use of the equipment, however, charge a nominal fee for the use, as noted above.

Based upon the Board's direction at that meeting, staff has developed the following criteria and has drafted the attached DRAFT Use of Town Equipment Policy.

**Proposed Equipment Use Procedures:**

The District will provide one piece of equipment free of charge to local (Discovery Bay based) 501(c) 3 non-profit groups for events which take place within Discovery Bay, are open to the public and for which there is no charge to residents, subject to the operational needs of the District and the following conditions:

- 1) Except for use of the equipment, any costs incurred by the District associated with the provision of equipment (e.g., transportation, labor, etc.) shall be the responsibility of the event organizer;
- 2) The District shall be recognized as an event sponsor through signage or inclusion in any promotional materials distributed before or during the event;
- 3) Event organizer shall furnish proof of insurance in an amount not less than one million dollars (\$1,000,000.00) and naming the District as an additional insured pursuant to Article 24 of District Policy No. 13 *Park Rules and Regulations*.
- 4) That equipment will not be transported by anyone other than a District representative authorized to transport District owned assets.
- 5) The provision of District equipment shall be at the sole discretion of the General Manager.

In the event additional equipment is requested, the following fees shall apply:

- 1) That there is a Two-Hour minimum.
- 2) Each additional piece of equipment is \$25/hour, \$25 fuel surcharge (if applicable), \$25 for delivery and \$25 for pick-up.
- 3) That equipment will not be transported by anyone other than a District representative authorized to transport District owned assets.

Staff is seeking Board input at this time.

**Fiscal Impact:**

Amount Requested \$N/A  
Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)  
Prog/Fund #    Category: Pers. X Opt. Cap.    -or- CIP#    Fund#

**Previous Relevant Board Actions for This Item**

**Attachments**

DRAFT Policy No. 024 Use of Town Equipment for Local Non-Profits  
Resolution No. 2015-16 – Policy No. 024 - Use of Town Owned Equipment for Local Non-Profits



# Town of Discovery Bay

<b>Program Area:</b> Board Policy	<b>Policy Name:</b> Use of Town Owned Equipment	<b>Policy Number:</b> 024
<b>Date Established:</b> September 2, 2015	<b>Date Amended:</b> N/A	<b>Resolution:</b> 2015-16

## Purpose of Policy

This Policy establishes procedures for the outside use of Town owned equipment and the manner in which it is made available to the community for local community events.

## General Criteria

The Town of Discovery Bay owns and maintains a fleet of vehicles and equipment necessary to carry out the day-to-day operations of the Town. The Town owns a variety of portable generators in various sizes, a trailerable light stand, message board, and other rolling stock and equipment.

The District will provide one piece of equipment free of charge to local (Discovery Bay based) 501(c) 3 non-profit groups for events which take place within Discovery Bay, are open to the public and for which there is no charge to residents, subject to the operational needs of the District and the following conditions:

- 1) Except for use of the equipment, any costs incurred by the District associated with the provision of equipment (e.g., transportation, labor, etc.) shall be the responsibility of the event organizer;
- 2) The District shall be recognized as an event sponsor through signage or inclusion in any promotional materials distributed before or during the event;
- 3) Event organizer shall furnish proof of insurance in an amount not less than one million dollars (\$1,000,000.00) and naming the District as an additional insured pursuant to Article 24 of District Policy No. 13 *Park Rules and Regulations*.
- 4) That equipment will not be transported by anyone other than a District representative authorized to transport District owned assets.
- 5) The provision of District equipment shall be at the sole discretion of the General Manager.

In the event additional equipment is requested, the following fees shall apply:

- 1) That there is a Two-Hour minimum.
- 2) Each additional piece of equipment is \$25/hour, \$25 fuel surcharge (if applicable), \$25 for delivery and \$25 for pick-up.
- 3) That equipment will not be transported by anyone other than a District representative authorized to transport District owned assets.



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2015-16**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ADOPT USE OF TOWN OWNED EQUIPMENT  
FOR LOCAL NON-PROFITS POLICY NO. 024**

WHEREAS, This Policy establishes procedures for the outside use of Town owned equipment and the manner in which it is made available to the community for local community events; and

WHEREAS, The Town of Discovery Bay owns and maintains a fleet of vehicles and equipment necessary to carry out the day-to-day operations of the Town; and

WHEREAS, The Town owns a variety of portable generators in various sizes, a trailerable light stand, message board, and other rolling stock and equipment; and

WHEREAS, The District will provide one piece of equipment free of charge to local (Discovery Bay based) 501(c) 3 non-profit groups for events which are open to the public and for which there is no charge to residents, subject to the operational needs of the District and conditions listed in Policy No 024.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Policy No. 024 Use of Town Owned Equipment for Local Non-Profits is hereby adopted

SECTION 2. Policy No. 024 Use of Town Owned Equipment for Local Non-Profits is incorporated herein and is made a part of this Resolution

SECTION 3. The Board Secretary shall certify the adoption of this Resolution

PASSED, APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 2015.

---

Chris Steele  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 2, 2015, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

September 2, 2015

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

**Agenda Title**

Annual Disclosure pursuant to California Government Code Section 53065.5

**Recommended Action**

Receive and File (No Action Necessary)

**Executive Summary**

California Government Code Section 53065.5 requires special districts to disclose the following:

53065.5. Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

Subsequently, the attached list of reimbursements for the FY ending June 30, 2015 complies with Government Code Section 53065.5.

This is an annual disclosure.

**Fiscal Impact:**

**Amount Requested \$** N/A  
**Sufficient Budgeted Funds Available?:** (If no, see attached fiscal analysis)  
**Prog/Fund #    Category:** Pers.    Optg.    Cap.    -or-    CIP#    Fund#

**Previous Relevant Board Actions for This Item**

N/A

**Attachments**

Reimbursements for the FY ending June 30, 2015

**AGENDA ITEM: H-1**

**Annual Compliance Report for FY 2014/15  
Government Code Section 53065.5**

<b>Date</b>	<b>Name</b>	<b>Reason</b>	<b>Reimbursement Amt.</b>
07/31/14	Frank Cramer	Mileage	<u>\$109.05</u> <b>\$109.05</b>
11/11/14	Carol McCool	Training and Education	<u>\$124.86</u> <b>\$124.86</b>
04/09/15	Dan Meewis	Training and Education	<u>\$101.87</u> <b>\$101.87</b>
06/01/15	Lesley Marable	Mileage	<u>\$121.10</u> <b>\$121.10</b>
10/06/14	Fairin Perez	Mileage	\$522.03
11/11/14	Fairin Perez	Mileage	<u>\$177.24</u> <b>\$699.27</b>
10/29/14	Kevin Graves	Rental Car/Conference	\$165.65
10/29/14	Kevin Graves	Flight/Conference	\$339.70
10/29/14	Kevin Graves	Hotel/Conference	<u>\$840.63</u> <b>\$1,345.98</b>
10/07/14	Rick Howard	Mileage	<u>\$144.08</u> <b>\$144.08</b>
08/06/14	Amanda Parlog	Training and Education	<u>\$225.00</u> <b>\$225.00</b>
07/02/14	Brenden Dutra	Training and Education	<u>\$265.00</u> <b>\$265.00</b>
08/06/14	Michael Bronzi	Training and Education	<u>\$225.00</u> <b>\$225.00</b>



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item I



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item J-1



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item K



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item L



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item M

**FINAL**



**CONTRA COSTA COUNTY  
AVIATION ADVISORY COMMITTEE  
MINUTES OF MEETING  
June 11, 2015**

**MEETING CALLED:** Chair Ronald Reagan called the meeting to order at 10:00 a.m. at the Director of Airports Office.

**PRESENT:** **Roger Bass**, District II  
**Tina Dodson**, DVC  
**Maurice Gunderson**, Member at Large  
**DeWitt Hodge**, **Secretary**, Member at Large  
**Derek Mims**, City of Pleasant Hill  
**Rudi Raab**, District I  
**Ronald Reagan**, **Chair**, District III  
**Tom Weber**, District IV

**ABSENT:** **Mike Bruno**, **Vice Chair**, CCC Airports Business Association  
**Keith McMahon**, City of Concord  
**Russell Roe**, District V

**STAFF:** Keith Freitas, Director of Airports  
Beth Lee, Assistant Director of Airports  
Judy Evans, Clerical

**OPENING COMMENTS  
BY CHAIR:**

None

**PUBLIC COMMENT  
PERIOD:**

None

**APPROVAL OF  
MINUTES:**

**Moved by Maurice Gunderson; seconded by Rudi Raab. Approved unanimously. Yes: Roger Bass, Tina Dodson, Maurice Gunderson, DeWitt Hodge, Derek Mims, Rudi Raab, Ronald Reagan, and Tom Weber. No: None. Abstained: None. Absent: Mike Bruno, Keith McMahon, and Russell Roe.**

**APPROVAL OF  
CONSENT ITEMS:**

**Moved by Tom Weber; seconded by Derek Mims. Approved unanimously. Yes: Roger Bass, Tina Dodson, Maurice Gunderson, DeWitt Hodge, Derek Mims, Rudi Raab, Ronald Reagan, and Tom Weber. No: None. Abstained: None. Absent: Mike Bruno, Keith McMahon, and Russell Roe.**

**PRESENTATION/SPECIAL REPORTS**

**a. Buchanan Field Museum**

Ronald Reagan had hoped to have someone discuss the Buchanan Field Museum idea, but since the presenter did not attend the meeting, Keith Freitas gave some background on the issue.

- A Buchanan Field tenant has been discussing the idea of establishing an aviation museum.
- Airport staff has requested a business proposal, but one has not been presented to date.
- Tenant has Vietnam era helicopters he would like to display.
- Tom Weber explained that past discussions were centered on getting the use of free space. He supports the concept, but doesn't want to see money taken away from needed Airport improvement projects and he would like to see a business plan.
- Derek Mims asked if the museum project is intended to be a non-profit or a for-profit enterprise. He also inquired if there is any empty hangar space available and any space targeted for such a project.
- Keith responded that the interested parties have looked at private hangars (20K square feet and up), but without a business proposal details are unknown.
- Roger Bass likes the idea of an aviation museum, but stressed it should be a good museum--not just a hangar full of old planes, and should generate some economic benefit to the Airport.
- Rudi Raab agreed that the museum needs to be done well. He would vote against someone calling it a non-profit and hangaring planes rent-free.
- DeWitt Hodge stated that it would require lots of support and volunteer energy and expressed concern at not being able to see a business plan. However, a static display area may be an interesting first step as a way of attracting people to the Airport.
- Ronald Reagan also agreed he likes the idea of a quality museum and would like to continue to consider it. He sees this from two perspectives; as a private non-profit entity who doesn't seem to want to bring the project to the AAC to discuss, or as a project managed by the Airport. In either case, the Airport needs to benefit financially, and tenants should have input, unless it's privately owned.
- Tom Weber prefers someone that can find their own funding sources and operate independently, due to limited airport staffing resources and the existing EDIP list. He described an aviation museum in Santa Monica that rents its facilities out to corporations for private functions at a premium. This could be a good revenue source for a non-profit.
- John Stucke described a museum in Nampa, Idaho. He explained that the airport itself is similar to Buchanan Field. An association was formed for the purpose of establishing the museum.

- Keith Freitas suggested a look at the privately run Hiller Museum in San Carlos as a great local example of how a well-managed museum operates. They have 100 volunteers and approximately 90K attendees per year.
- Maurice Gunderson agrees it's a great concept, but something that requires a lot of work to do properly. It seems that the current idea at Buchanan falls considerably short of what is necessary.
- Rudi Raab suggested the AAC bring this issue up periodically, come up with parameters and give it to the interested parties.

## DISCUSSION/ACTION ITEMS:

### a. Items Pulled from Consent

None

### b. Buchanan Field/Byron Construction

Keith Freitas reviewed the construction projects at Byron:

- In the process of securing FAA funding.
- Advertised and received bids, the lowest being approximately \$900,000.
- September timeframe to begin project, pending FAA grant funding.

Buchanan Field projects:

- East Ramp Taxilane project
  - Lowest bid \$1,300,000
  - Public Works going to the Board of Supervisors for approval of contract with the lowest bidder, O.C. Jones.
  - Target start date is Monday, July 13, 2015 (construction starts August 10<sup>th</sup>).
  - Self-funded project, all Airport Enterprise funds.

### c. East Ramp Temporary Tenant Relocations

Keith continued to explain:

- Airport staff is working on assigning all 108 displaced tenants to vacant tiedowns.
- Detailed email with 10 attachments is going out after the AAC meeting.
- Offering the ability to have footlockers in tiedown locations, fulfilling one of the EDIP quick-hit items.
- Ron Reagan expressed his appreciation regarding the Airport's response to the footlockers.

### d. Tenant Recognition Awards

- There was general consensus that the Make a Wish nomination and the Sheriff's Department nominations were strong candidates and that the PSA nomination lacked detail.
- The nominations will be voted on in the July meeting and awarded in September.
- There was agreement that the award should go to the nominee that went above and beyond and that the Make a Wish nominee definitely did just that. It was suggested that there is also the possibility of granting the award to more than one nominee.
- Roger Bass commended Civil Air Patrol (CAP) for the volunteer work they did when the Buchanan aircraft went missing. Tom Weber encouraged Roger to complete a nomination for CAP.

## UPDATES/ANNOUNCEMENTS

### a. Airport Committee Update

- Keith Freitas reported that the Airport Committee met on June 8, 2015, for their second quarterly meeting of the year. Discussion topics included: Byron General Plan Amendment, airfield construction, rates and charges, EDIP, and airport security.
- Ronald Reagan attended the Airport Committee meeting and synopsized the last few AAC meetings.
  - He urged the Board to look into the issue of the access road to Byron Airport. He understands that it is part of the Tri-Link project, but believes an opportunity is being missed and would like to move ahead of Tri-Link. He feels Byron needs to generate some revenue to free up some revenue at Buchanan.
- Tom Weber stated that the Byron General Plan Amendment has strong support from the Supervisors.

### b. What is happening at Buchanan Field & Byron Airports/Other Airports

- Patriots Jet Team is holding a golf tournament to raise money for education.
- Keith explained that Airports staff created the Economic Development Incentive Committee (EDIP) because it's a great opportunity to hear from businesses and tenants regarding best programs/projects to retain existing and attract new tenants. He also went over some EDIP items that Airports staff has been working on, as there are things being done that tenants are unaware of.
  - Keith informed the committee that Supervisor Mitchoff's newsletter includes a write-up expressing her support of Buchanan and Byron Airports—EDIP quick-hit item.
  - Video press release will go out to tenants next week along with Supervisor Mitchoff's newsletter - completed marketing item.
  - Airport is being swept several times per month to keep taxiways and runways clean. This is an example of things we do that tenants don't necessarily know about - completed improvement item (ongoing).
  - Tenant BBQs are being constructed at both airports (one is already set up in the 32R run-up area).
  - East Ramp taxiway pavement project is in progress.
  - The second marketing/public relations video entitled *Learning How to Fly* is in the works.
  - Website upgrades are in process.
  - General signage – completed marketing item.
  - Communication with tenants
- DeWitt Hodge wondered if there is a possibility of escalating some EDIP items (like the static display) if there is volunteer support.
  - Keith cautioned that the tower has concerns and there are safety issues for children on airport tours with regard to the static display, but welcomed the idea of volunteer support.
  - Tom Weber suggested that if Bill Austin and/or DeWitt Hodge could put together some guidelines for the static display area, it would take some pressure off Airport staff and they could get something they really want.

- Ronald Reagan commented that he is encouraged by the helpful attitude of Airport staff. They have limited staff resources and are limited by rules and regulations.
  - Focused AAC subcommittees could be an effective way to assist Airport staff's efforts.
  - Tom Weber explained that formal subcommittees must comply with the Brown Act, but that "working groups" focused on certain items would not be subject to the Brown Act.
  - Keith Freitas requested that any sub-group be singularly focused.
  
- c. **Airport Land Use Commission (ALUC) Update**  
 Tom Weber reported that the ALUC approved the Sustainable Farm project 5 to 1, with a number of associated conditions like crop management plans, safety zones, and pest management.
  
- d. **AAC Announcements**  
 None
  
- e. **Airport Staff Announcements**
  - Julie Conti has left the County.
  - Hired Airport Operations Technician (AOT), James Maher.
  - Now have 8 Operations staff (3 Leads, 4 Airport Operations Specialists, and 1 AOT). It takes 1 year to train new Operations staff.
  - Request was made to close the meeting in memory of long-time Airport tenant, Andrew Morse.
  - Beth Lee requested the committee's support in encouraging tenants to read the emails sent out by Airports staff, particularly those related to the east ramp pavement project.

**FUTURE AGENDA ITEMS/COMMENTS**

- Possibility of forming working group with Bill Austin regarding static display.

**ADJOURNMENT:** The meeting was adjourned by the Chair at 11:09 a.m.

**DRAFT**



**CONTRA COSTA COUNTY  
AVIATION ADVISORY COMMITTEE  
MINUTES OF MEETING  
July 9, 2015**

- MEETING CALLED:** Chair Ronald Reagan called the meeting to order at 10:00 a.m. at the Director of Airports Office.
- PRESENT:** **Roger Bass, District II**  
**Mike Bruno, Vice Chair, CCC Airports Business Association**  
**Maurice Gunderson, Member at Large**  
**DeWitt Hodge, Secretary, Member at Large**  
**Keith McMahon, City of Concord**  
**Derek Mims, City of Pleasant Hill**  
**Rudi Raab, District I**  
**Ronald Reagan, Chair, District III**  
**Russell Roe, District V**  
**Tom Weber, District IV**
- ABSENT:** **Tina Dodson, DVC**
- STAFF:** **Keith Freitas, Director of Airports**  
**Beth Lee, Assistant Director of Airports**  
**Judy Evans, Clerical**
- OPENING COMMENTS  
BY CHAIR:** Ronald Reagan welcomed attendees and announced that the Airport Office sells insulated coffee mugs for \$8.00 of which \$2.00 is donated to the Contra Costa Food Bank.
- PUBLIC COMMENT  
PERIOD:** None
- APPROVAL OF  
MINUTES:** Approved with corrections. Moved by Rudi Raab; seconded by Tom Weber with amendments. Approved unanimously. Yes: Roger Bass, Mike Bruno, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Tina Dodson.

**APPROVAL OF  
CONSENT ITEMS:**

**Moved by Derek Mirms other than noise statistics; seconded by Roger Bass. Approved unanimously. Yes: Roger Bass, Mike Bruno, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mirms, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Tina Dodson.**

**PRESENTATION/SPECIAL REPORTS**

**a. Aircraft Display Area**

Tom Weber gave a brief history of the evolution of the Aircraft Display Area idea (which builds on Airport tenant, Bill Austin's idea) and introduced presenters DeWitt Hodge and Maurice Gunderson.

Maurice Gunderson gave a visual presentation and handouts were distributed.

- Objectives – 1) To promote Buchanan Field Airport and 2) To provide opportunity for tenants to display historic aircraft and participate in the California Tax Exemption Program.

DeWitt Hodge:

- Stressed their goal of minimizing time impacts to Airport staff during implementation.
- Will be seeking funding through donations and/or sponsorship through tenants.

Maurice Gunderson continued:

- Expects the program to be administered by 3 to 4 volunteers.
- Potential opportunities for aircraft owners and tenants on the airport.
- Four potential locations for the display area:
  - Next to the Control Tower and the Public Viewing Plaza
  - By the Clubhouse
  - By the Transient Ramp
  - By the East Ramp parking area
- Low-cost promotion opportunities for pilots to display aircraft and to attract public.
  - SocialFlight – a free service that notifies pilots of events within a specified radius.
- Cloud-based booking system to handle reservations, cancellations, and other back office duties.

Public Comments:

- Mount Diablo Pilots Association (MDPA) already has a similar monthly (first Saturday of each month) aircraft display program at the Clubhouse with a pancake breakfast, fly-out, and safety seminars.
- Project team wishes to collaborate with MDPA and Experimental Aircraft Association (EAA) and will enter into dialogue with them.
- During the Young Eagles events, the EAA also offers a tax exemption to unique aircraft (which can be less than 35 years) old.

AAC comments:

- Be clear about who benefits and how.
- Competition may be a problem.

- Original idea was for a static display, but has evolved into a monthly fly-in event. How can this program distinguish itself from other similar programs? Part of it should remain consistently available.
- This program distinguishes itself from MDPA by reaching out to the public.
- Location will be very important in order to bring it to the public.
- Scheduled event will make it easier to advertise.
- Supports the concept, but not for a tax incentive that supports a few pilots.
- The real benefit should be attracting the public.
- Should not be limited to antique aircraft. Should allow other aircraft that will allow physical access.
- Airport tenants would benefit when the public comes by to use the facilities i.e. to use the restroom or buy a beverage. It provides an opportunity to talk to parents about flight training and the potential to bring non-pilots to the Airport.
- Airport has had a Stinson on permanent display for about four years.
- The display area started out as a quick-hit EDIP item, but has evolved into something much more involved. A reminder that this is only one item on the EDIP list which is about 50 items long.
- Work with Airport staff and get their input.
- Display area should be more than looking through a fence at planes.
- What are potential costs and who will bear the costs?
- How will benefit to Airport be measured?
- Effort should be made to work with MDPA to create a better-promoted program.
- DeWitt Hodge concluded that there are no assumptions about how this program should work. Will start small and grow the idea. It will be a collaborative effort.

## DISCUSSION/ACTION ITEMS:

### a. Items Pulled from Consent

Noise statistics pulled for discussion.

- Ronald Reagan pointed out 500% increase in noise complaints from April to May of 2015 in Pleasant Hill.
- Keith Freitas said that the May report appears to be inaccurate and Airports staff will review and correct the report.

### b. Buchanan Field/Byron Construction

Keith Freitas reported on the East Ramp pavement project at Buchanan:

- OC Jones will begin work at Buchanan Field
- Tenants will need to move out of hangars by August 9, 2015, for August 10<sup>th</sup> construction start date.
- 65% of tenants have responded acknowledging their new tiedown location, hangaring elsewhere, or leaving planes and/or items in hangars.

Keith reported on the status of the Byron project:

- Still awaiting federal funding
- Contractor has been selected and once federal funding has been approved, a contract will be put in place.
- Rejuvenation of pavement, re-striping and marking the pavement, and new signage.

c. **East Ramp Temporary Tenant Relocations**

Keith Freitas reported:

- There are approximately 100 tenants being relocated to tiedowns.

d. **Tenant Recognition Awards**

The AAC members reviewed the nominations.

Tom Weber made a motion to give “Make a Dream Come True” participants the award; **seconded by Derek Mims. Approved unanimously. Yes: Roger Bass, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: Mike Bruno. Absent: Tina Dodson.**

Tom Weber made a motion to give Civil Air Patrol (CAP) the award; **seconded by Derek Mims. Approved unanimously. Yes: Mike Bruno, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: Roger Bass. Absent: Tina Dodson.**

Ronald Reagan requested Mike Bruno to present the award to the “Make a Dream Come True” award recipients and Roger Bass to present to CAP award recipients.

Roger Bass announced that CAP is publishing a newsletter every other month and to contact him to be on the mailing list.

## **UPDATES/ANNOUNCEMENTS**

a. **Economic Development Incentive Program (EDIP)**

Moved to next month

b. **What is happening at Buchanan Field & Byron Airports/Other Airports**

Keith announced that there is renewed interest in Parcel C (next to highway 4). In addition, Airports staff has started the solicitation process for the 7 acre parcel on the southwest side of the Airport across from the Federal Express building.

Beth Lee added that all affected parties in the 7 acre parcel area have been contacted so they are not caught off guard. Additionally, the development team (if selected) has been requested to accommodate the Clubhouse concept into their design.

c. **Airport Land Use Commission (ALUC) Update**

Tom Weber gave a brief report of the primary discussion from last month:

- Airport staff has paid from \$20,000 to as high as \$75,000 to support the DCD staffing of the ALUC.
- The County is looking for a fee based system to have this process paid for by the project proponent.

Russell Roe added that ALUC staff is working on how this is going to happen and they are doing research on what other fees exist in other counties and come back to the ALUC with a proposal.

**d. AAC Announcements**

Ronald Reagan suggested for those who are not familiar with the Brown Act to do research on it.

Tom Weber believes AAC members are required to certify annually that they have reviewed the Brown Act. He recommended that AAC members self-certify so the committee is in compliance.

Ronald Reagan did research on aviation museums and found that many of them are not profitable. The successful ones require a large volunteer force. The attendees tend to be pilots and/or people interested in aviation.

Russell Roe expressed hesitation about getting involved in a huge project just to hangar some helicopters.

Ronald Reagan also mentioned that he had difficulty accessing AAC information on the website.

**e. Airport Staff Announcements**

Beth Lee passed out reusable/recyclable bags with Airport logo and marketing information to encourage AAC members and guests to use them and help market the Airports. The bags are \$3.50 each or 3 for \$10.00 with a portion of the money going to the food bank.

Roger Bass complimented Airport staff on the Diablo Aviator newsletter.

**FUTURE AGENDA ITEMS/COMMENTS**

- Display Area
- Tenant Recognition Award Presentations
- EDIP

**ADJOURNMENT:** The meeting was adjourned by the Chair at 11:57 a.m.



# EAST CONTRA COSTA FIRE PROTECTION DISTRICT

## Meeting Minutes Board of Directors Regular Meeting

**Monday July 6, 2015 – 6:30 P.M.**

Meeting Location: 3231 Main Street, Oakley

<b>BOARD OF DIRECTORS</b>		
Greg Cooper	Joel Bryant-President	Randy Pope
Robert Kenny	Ronald Johansen-Vice President	Stephen Smith
Jonathan Michaelson	Cheryl Morgan	Joe Young

**CALL TO ORDER:** (6:30 P.M.)

**PLEDGE OF ALLEGIANCE:** (6:31 P.M.)

**ROLL CALL:** (6:31 P.M.)

Directors Present: Bryant, Cooper, Kenny, Johansen, Morgan, Pope, Smith, Young

Directors Absent: Michaelson

**PUBLIC COMMENTS:** (6:32 P.M.)

There were two (2) public speakers – Mark Whitlock, Lisa Novak

**CONSENT CALENDAR:** (6:38 P.M.)

**C.1** Approve Minutes from June 1, 2015 Regular Board of Directors Meeting

**Motion by:** Director Young to approve Consent Calendar Item C.1

**Second by:** Director Smith

**Vote:** Motion carried: 8:0:0

**Ayes:** Bryant, Cooper, Kenny, Johansen, Morgan, Pope, Smith, Young

**Noes:**

**Abstained:**

**Absent:** Michaelson

## **DISCUSSION ITEMS**

### **D.1 Approve Proposed Approach for Development of Public Messaging Concerning Service Capacity of Three-Station Model: (6:38 P.M.)**

There was one (1) public speaker – Mark Whitlock

**Motion by: Director Young to approve Proposed Approach for Development of Public Messaging Concerning Service Capacity of Three-Station Model**

**Second by: Director Smith**

**Vote: Motion carried: 7:1:0**

**Ayes: Bryant, Cooper, Kenny, Johansen, Pope, Smith, Young**

**Noes: Morgan**

**Abstained:**

**Absent: Michaelson**

### **D.2 Receive Finance Committee Goals for FY 2015-16: (7:20 P.M.)**

There were two (2) public speakers – Fetzer Lane, Oakley Citizen, Lisa Novak

### **D.3 Receive Outreach-Public Education Committee Goals for FY 2015-16: (7:40 P.M.)**

There were two (2) public speakers – Gil Guerrero, Mike Burkholder

### **D.4 Receive Analysis of Fire Suppression Assessment Ballot Returns: (7:58 P.M.)**

There were two (2) public speakers – Mark Whitlock, Dean Moreband

### **D.5 Receive Operational Update for June 2015: (8:12 P.M.)**

There were three (3) public speakers – Gil Guerrero, Mike Burkholder, Vince Wells

## **INFORMATIONAL STAFF REPORTS: (8:34 P.M.)**

**None**

## **DIRECTORS' COMMENTS: (8:34 P.M.)**

Director Bryant would like to thank the Firefighters for continuing to do an outstanding job under the circumstances that they currently face.

## **INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS: (8:41 P.M.)**

Director Smith would like a policy that makes it clear to the public and firefighters that the District will not engage in an interior attack on a structure fire due to insufficient personnel on-duty at any one time.

**ADJOURN TO CLOSED SESSION ON THE FOLLOWING MATTERS: (8:41 P.M.)**

1. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Fire Chief and Glenn Berkheimer  
Employee Organization: International Association of Fire Fighters, Local 1230
2. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b)(1)  
Title: Fire Chief

Director Morgan left 10:07 P.M.

**REPORT ON THE CLOSED SESSIONS: (10:52 P.M.)**

It was announced that no reportable actions were taken in this evening's closed session.

**ADJOURN TO THE REGULAR BOARD MEETING SCHEDULED: August 3, 2015:  
(10:52 P.M.)**



# EAST CONTRA COSTA FIRE PROTECTION DISTRICT

## Meeting Minutes Board of Directors Special Meeting

Monday July 13, 2015 – 12:00 P.M.

**\*\*Special Meeting Location: Brentwood City Hall-150 City Park Way Brentwood\*\***

BOARD OF DIRECTORS		
Greg Cooper	Joel Bryant-President	Randy Pope
Robert Kenny	Ronald Johansen-Vice President	Stephen Smith
Jonathan Michaelson	Cheryl Morgan	Joe Young

**CALL TO ORDER:** (12:02 P.M.)

**PLEDGE OF ALLEGIANCE:** (12:02 P.M.)

**ROLL CALL:** (12:03 P.M.)

Directors Present: Bryant, Cooper, Kenny, Michaelson, Pope, Smith,  
Young

Directors Absent: Johansen, Morgan

**PUBLIC COMMENTS:** (12:03 P.M.)

There was one (1) public speaker – Bob Mankin

**ADJOURN TO CLOSED SESSION ON THE FOLLOWING MATTER:** (12:04 P.M.)

1. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b)(1)  
Title: Fire Chief

Director Johansen arrived at 12:05 P.M.

Director Morgan arrived at 12:09 P.M.

**REPORT ON THE CLOSED SESSION:** (2:42 P.M.)

It was announced that no reportable actions were taken in this afternoon's closed session.

**ADJOURN TO THE REGULAR BOARD MEETING SCHEDULED: August 3, 2015:**  
(2:44 P.M.)

## BOARD OF DIRECTORS AGENDA ITEM NO. D-1

**Meeting Date:** August 3, 2015

**Subject/Title:** Approve Sole-Source Purchase, Installation and Mobilization of FD Tablet Command System from Wolfpack Solutions at a Cost Not to Exceed \$132,600

**Submitted by:** Hugh Henderson, Fire Chief

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### RECOMMENDATION FOR ACTION

Approve the sole-source purchase, installation and mobilization of FD Tablet Command System (System) from Wolfpack Solutions in an amount not to exceed \$132,600.

### SUBJECT BACKGROUND

Over the last several months, staff has been researching technology systems to assist line personnel and to replace the mobile data laptop computers in the District's apparatus. The District currently uses a standalone mobile data laptop computer in each piece of apparatus. These laptops are approaching the end of their useful life and need to be replaced.

The estimated cost to replace the laptops in each of the District's in-service apparatus with a new set of the same type of mobile data laptops is approximately \$110,000.

The System from Wolfpack Solutions integrates the mobile data system currently operated on the District's laptops with the District's currently-separate medical emergencies reporting system and records information management system. The FD Tablet Command System, which uses an iPad in a protective case rather than a traditional laptop, allows personnel to enter call information in the field instead of having to return to the station and use a desktop computer.

Wolfpack Solutions has integrated several other programs into the System as well. One of these programs, Tablet Command, assists in firefighter safety accountability on-scene and is integrated with the Contra Costa Fire Regional Communication Center to give the on-scene incident commander immediate, live incident information. In addition, this feature currently is being upgraded to allow for two-way communication between incident scenes and the communication center.

The System also includes software for preplanning locations and for conducting fire inspections, weed abatement, and training and evaluations of our personnel. The System also would enable the District to move its day-to-day paper forms to a paperless system and onto the District's current servers.

Currently, the System is being used by the following agencies: Contra Costa County Fire Protection District, Menlo Park Fire Protection District, Woodside Fire Protection District, Redwood City Fire Department, San Carlos Fire Department, Belmont Fire Department, San Mateo Fire Department, San Mateo County Fire Department, Coast Side Fire Protection District, Foster City Fire Department, Central County Fire Department, San Bruno Fire Department, Alameda County Fire Department, Sac Metro Fire Department, Livermore-Pleasanton Fire

Department, South San Francisco Fire Department, Southern Marin Fire Department, and Santa Clara County Fire Department.

On May 21, 2015, the Finance Committee received a demonstration from Wolfpack Solutions and recommended that we further research the proposed product. On June 18, 2015, the Finance Committee reviewed the findings of staff's additional research and recommended Board approval of staff's proposal to purchase the System from Wolfpack Solutions in three phases:

Phase 1 - consisting of three parts, as follows: (1) issue one FD Tablet Command System iPad to each station and to each member of the District's command staff, (2) install the tablet mounting systems in all District vehicles and stations, and (3) conduct training for all fire suppression personnel and command staff.

Phase 2 - replace the current mobile data laptops in District apparatus with FD Tablet Command System iPads.

Phase 3 - issue all personnel a FD Tablet Command System iPad.

The total cost to complete the System equipment and software purchase, installation, training and mobilization is not to exceed \$132,600. This cost is not included in the District's Fiscal Year 2015-16 Preliminary Budget. If the proposed action is approved, this cost will be included in the proposed Fiscal Year 2015-16 Final Budget when presented to the Board at its September meeting.

As Contra Costa County Fire Protection District has already started using this System and plans to fully migrate the mobile data system from laptop computers onto a tablet format, this sole source purchase is justified and required in order for the District's system to be compatible with both the District's dispatch system and our neighboring agency's operations.



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item O-1



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

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No Back Up  
Documentation  
For Agenda Item P